



Amendment No. 1
to
Contract No. NA190000051
for
Graphic Design and Creative Services
between
Sherry Matthews, Inc.
and the
City of Austin

- 1.0 The City hereby exercises this Unilateral Extension Option for the subject contract. This extension option will be effective January 25, 2020 through January 24, 2021. Three options will remain.
- 2.0 The total contract amount is increased by \$50,000.01 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 01/25/2019 – 01/24/2020	\$50,000.01	\$50,000.01
Amendment No. 1: Option 1 - Extension 01/25/2020 – 01/24/2021	\$50,000.01	\$100,000.02

- 3.0 By signing this Amendment, the City of Austin confirms that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 4.0 All other terms and conditions remain the same.

BY THE SIGNATURE affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Printed Name: Cindy Reyes
Authorized Representative

Sign/Date: Cindy Reyes 1-14-20

Cindy Reyes
Contract Management Specialist III
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
Sherry Matthews, Inc. ("Contractor")
for
Graphic Design and Creative Services
Contract Number: 4400 NA190000051**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Sherry Matthews, Inc. dba Sherry Matthews Group, having offices at 200 South Congress Avenue, Austin, Texas 78704 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number 4400 MLH3000.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 Exhibit A-The City's Solicitation, Request for Proposal (RFP), 4400 MLH3000 including all documents incorporated by reference
- 1.1.3 Exhibit B-Sherry Matthews, Inc. Offer, dated November 15, 2018, including subsequent clarifications.

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract
- 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract.

- 1.3.1 **Term of Contract.** The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of 12 months. The Contract may be extended beyond the initial term for up to four (4) additional 12-month periods at the City's sole option.
- 1.3.2 Upon expiration of the contract, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract (not to exceed 120 calendar days unless mutually agreed on in writing).

- 1.4 **Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of \$50,000.01 for the initial Contract term and shall not exceed \$50,000.01 for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.
- 1.5 **Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

**Sherry Matthews, Inc. dba Sherry
Matthews Group**

CITY OF AUSTIN

Waldaleen Belvin

Printed Name of Authorized Person

Signature

Chief Financial Officer

Title:

Date:

Martha Hernandez

Printed Name of Authorized Person

Signature

Contract Management Specialist IV

Title:

Date:



CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR PROPOSAL (RFP)
OFFER SHEET

SOLICITATION NO: RFP 4400-MLH3000
DATE ISSUED: Monday, October 29, 2018

COMMODITY/SERVICE DESCRIPTION: Creative and Graphic Design Services

REQUISITION NO.: 18101800051

PRE-PROPOSAL CONFERENCE TIME AND DATE: N/A

COMMODITY CODE: 91548

LOCATION: N/A

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING AUTHORIZED CONTACT PERSON:

PROPOSAL DUE PRIOR TO: Tuesday, November 15, 2018 @ 2:00 p.m. CST

Primary Contact:

PROPOSAL OPENING TIME AND DATE: Tuesday, November 15, 2018 @ 3:00 p.m. CST

Martha L. Hernandez
Contract Management Specialist IV

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

Phone: (512) 974-2020

E-Mail: Martha.Hernandez@austintexas.gov

LIVE SOLICITATION OPENING ONLINE: For RFP's, only the names of respondents will be read aloud

Secondary Contact:

Claudia Rodriguez
Procurement Specialist IV

For information on how to attend the Solicitation Closing online, please select this link:

Phone: (512) 974-2959

E-Mail: Claudia.Rodriguez@austintexas.gov

<http://www.austintexas.gov/department/bid-opening-webinars>

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation #: RFP 4400-MLH3000	Purchasing Office-Response Enclosed for Solicitation # RFP 4400-MLH3000
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY (USB FLASH DRIVE) OF YOUR RESPONSE

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200 V2	STANDARD SOLICITATION INSTRUCTIONS, UPDATED JUNE 26, 2018	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	7
0500	SCOPE OF WORK	2
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	4
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return	2
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION–Complete and return	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810 V2	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION, UPDATED JUNE 26, 2018	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0840	SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE – Complete and return	1

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the * Sections are available on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Sherry Matthews, Inc., dba Sherry Matthews Group

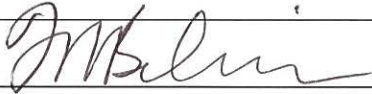
Company Address: 200 South Congress Avenue

City, State, Zip: Austin, Texas 78704

Vendor Registration No. MAT3069500

Printed Name of Officer or Authorized Representative: Wardaleen Belvin

Title: Chief Financial Officer

Signature of Officer or Authorized Representative: 

Date: 11/15/2018

Email Address: wbelvin@sherrymatthews.com

Phone Number: 512-478-4397

*** Proposal response must be submitted with this signed Offer sheet to be considered for award**

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

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harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. WORKFORCE

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

- 11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. INVOICES:

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

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13. PAYMENT:

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

- 14. TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

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No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. FINAL PAYMENT AND CLOSE-OUT:

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. AUDITS and RECORDS:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. Records Retention:
 - i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.
 - ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City
 - iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

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18. SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
 - i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY-PRICE:

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

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20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
- A. Recycled Deliverables shall be clearly identified as such.
 - B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
 - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
 - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be

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required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

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30. DELAYS:

- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. INDEMNITY:

- A. Definitions:
 - i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
 - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
 - ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
- B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

32. INSURANCE: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

A. General Requirements.

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the

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City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the

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Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

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39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

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48. DISPUTE RESOLUTION:

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11

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Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

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- iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
- iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
- v. "Foreign end product" means an end product other than a domestic end product.
- vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

56. PROHIBITION OF BOYCOTT ISRAEL VERIFICATION

Pursuant to Texas Government Code §2270.002, the City is prohibited from contracting with any "company" for goods or services unless the following verification is included in this **Contract**.

- A. For the purposes of this Section only, the terms "company" and "boycott Israel" have the meaning assigned by Texas Government Code §2270.001.
- B. If the **Principal Artist** qualifies as a "company", then the **Principal Artist** verifies that he:
 - i. does not "boycott Israel"; and
 - ii. will not "boycott Israel" during the term of this **Contract**.
- C. The **Principal Artist's** obligations under this Section, if any exist, will automatically cease or be reduced to the extent that the requirements of Texas Government Code Chapter 2270 are subsequently repealed, reduced, or declared unenforceable or invalid in whole or in part by any court or tribunal of competent jurisdiction or by the Texas Attorney General, without any further impact on the validity or continuity of this Contract.

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The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to Martha Hernandez at martha.hernandez@austintexas.gov, at least ten (10) days prior to the Solicitation Due Date.

2. **ALTERNATE OFFERS:** (reference paragraph 7A in Section 0200)

Alternate Offers will be considered.

3. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

OR

PURInsuranceCompliance@austintexas.gov

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage

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- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- iv. **Professional Liability Insurance:** The Contractor shall provide coverage, at a minimum limit of \$1,000,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.

If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.

- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

4. **TERM OF CONTRACT:**

- A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of 12 months. The Contract may be extended beyond the initial term for up to 4 additional 12-month periods at the City's sole option. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.

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- B. Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 120 calendar days unless mutually agreed on by both parties in writing.
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

5. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

6. **DELIVERY REQUIREMENTS:**

Location:

City of Austin

Office of Sustainability

1000 East 11th Street, Suite 350

Austin, Texas 78702

- A. Delivery of design project deliverables shall be emailed to the Office of Sustainability upon project completion.

7. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be e-mailed to the below address:

	City of Austin
Department	Office of Sustainability
Attn:	Amy Petri
Address	1000 East 11 th Street, Suite 350
City, State Zip Code	Austin, Texas 78702
Email:	Amy.Petri@austintexas.gov

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost

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of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

8. RECYCLED PRODUCTS:

- A. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.
- B. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency's Recycled Product Procurement Guidelines. These guidelines are available at <http://www.epa.gov/cpg/>.
- C. Contract award for paper products will be made for recycled products unless the cost is more than 10% above the lowest price for non-recycled paper products as required in the City's Comprehensive Recycling Resolution.

9. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

- A. Access to the Sustainability Office Department building by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the Sustainability Office Department building at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.
- B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.
- C. Contractor personnel will be required to check in at the security desk when entering or leaving the Office of Sustainability building and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.
- D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.
- E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

10. ECONOMIC PRICE ADJUSTMENT:

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12 months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change

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between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed ten percent (10%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.

- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
 - (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
 - ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
 - (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.
 - iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 100%	
Database Name: Producer Price Index (PPI)	
Series ID: WPU454103	
<input checked="checked" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: United States	
Description of Series ID: Marketing Consulting Services	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: ALL	

- E. **Calculation:** Price adjustment will be calculated as follows:

Single Index: Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation

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Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

11. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).
- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.
12. **OWNERSHIP AND USE OF DELIVERABLES:** The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.
- A. **Patents:** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.
- B. **Copyrights:** As to any Deliverable containing copyrighted subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 36 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered work made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of Austin) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.
- C. **Additional Assignments:** The Contractor further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the Deliverables, The Contractor's obligations to execute acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this

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Paragraph 12 A., B., and C. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above.

13. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Amy Petri, Office of Sustainability

1000 East 11th Street, Suite 350

Austin, Texas 78702

**CITY OF AUSTIN
SCOPE OF WORK
FOR
GRAPHIC DESIGN AND CREATIVE SERVICES
SOLICITATION NUMBER: RFP 4400-MLH3000**

1. PURPOSE AND INTRODUCTION

The City of Austin ("City"), seeks proposals in response to this Request for Proposals (RFP) in order to provide graphic design and creative services to the City of Austin. These services shall be provided on an as-needed basis for a broad range of communication program needs. The contract will be utilized by the City's Office of Sustainability.

2. BACKGROUND

The Office of Sustainability advances local sustainability and climate action by providing leadership and coordination for initiatives across the City organization and the Austin community. More specifically, the Office:

- Briefs and advises Department Directors, the City Manager, Boards & Commissions, and the Mayor and City Council regarding sustainability aspects of City policies, programs, and initiatives.
- Oversees and coordinates activities with City departments that accomplish operational objectives sustainably.
- Manages the Climate Protection Program and related actions to support greenhouse gas emissions mitigation and climate resilience.
- Offers educational outreach on sustainability initiatives to engage the community in making sustainability a priority in the choices made every day.
- Promotes partnerships and works with community members, organizations, and other government agencies to establish sustainability programs and practices.

3. CONTRACTOR RESPONSIBILITIES

3.1. The selected Contractor shall have the experience and capabilities to provide all of the following services and deliverables. The use of environmentally-friendly materials and approaches are preferred.

3.1.1. Graphic design, including high-quality art work, layout, and illustration capabilities

3.1.2. Public relations and earned media consulting

3.1.3. Marketing consulting for collateral and campaign approaches, including community-focused strategies and incorporation of features that provide metrics of effectiveness

3.1.4. Design, layout, and production of marketing collateral to include both general templates and specific custom pieces. These may include but are not limited to: PowerPoint slide decks, online and print brochures, flyers, reports, direct mail pieces, and invitations.

3.1.5. Large-format posters, exhibition/tradeshow graphics, and signage/banners suitable for display at specific public outreach and educational events

3.1.6. Promotional items and branded merchandise

3.1.7. Advertising, design of print and digital ads, and consultation on media buys

3.1.8. Electronic marketing communications including web-based and e-newsletters

3.1.9. Other related services, as required

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GRAPHIC DESIGN AND CREATIVE SERVICES
SOLICITATION NUMBER: RFP 4400-MLH3000**

3.2. The selected Contractor shall provide estimates and invoices for individual projects as requested by Office of Sustainability. Anticipated projects include the following:

- 3.2.1. Layout and design of supporting graphics for annual report documents
- 3.2.2. Design of infographics to simplify and communicate complex information in a variety of settings
- 3.2.3. Design of videos and animations to convey program progress, stories, and achievements, or to educate the general public about sustainability topics
- 3.2.4. Conduct market research and / or facilitate focus group discussions to inform key communications messaging
- 3.2.5. Conduct public outreach and community engagement to inform specific initiatives related to food access and climate resilience
- 3.2.6. Design for various Office of Sustainability marketing brochures and program collateral
- 3.2.7. Design for various outreach events signage and promotional items
- 3.2.8. Public relations strategies and event planning
- 3.2.9. Ad and messaging development for various public awareness / engagement campaigns
- 3.2.10. Design for various web graphics and promos

3.3. The Office of Sustainability reserves the right to determine whether to execute individual projects with the selected contractor, in-house City resources, or to seek additional outside bids.

4. CITY RESPONSIBILITIES

4.1. The City will provide overarching goals for each project, as well as the required content and design parameters. The Contractor shall work closely with the City to conceptualize, design, and develop creative pieces and materials based on the goals and content provided. The City shall manage review cycles and edits for each project.

4.2. The City will provide a main point of contact to the contractor. Office of Sustainability staff will be involved with specific projects to provide technical expertise, content development, editorial reviews, and design reviews as needed.

4.3. The City will coordinate bidding and production of projects with printing vendors. In some instances, the City may request assistance from the Contractor in developing printer specifications and reviewing print proofs.

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	Sherry Matthews, Inc., dba Sherry Matthews Group	
Physical Address	200 South Congress Avenue	
Is your headquarters located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes	<input type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?		
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	<input type="radio"/> Yes	<input checked="" type="radio"/> No

SUBCONTRACTOR(S):

Name of Local Firm	N/A	
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	<input type="radio"/> Yes	<input type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	<input type="radio"/> Yes	<input type="radio"/> No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

Section 0700: Reference SheetResponding Company Name Sherry Matthews, Inc., dba Sherry Matthews Group

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name Texas Parks & Wildlife Department
Name and Title of Contact Darcy Bontempo, Director of Marketing
Project Name Multiple environmental presevation campaigns
Present Address 4200 Smith School Road
City, State, Zip Code Austin, TX 78744
Telephone Number (512) 389-4574 Fax Number ()
Email Address Darcy.Bontempo@tpwd.texas.gov

2. Company's Name Capital Metropolitan Transportation Authority
Name and Title of Contact Cynthia Lucas, Marketing Manager
Project Name Multiple transit campaigns since 2002
Present Address 2910 East Fifth Street
City, State, Zip Code Austin, TX 78702
Telephone Number (512) 369-6078 Fax Number ()
Email Address Cynthia.Lucas@capmetro.org

3. Company's Name Texas Department of Transportation
Name and Title of Contact Erica Ramirez, Marketing Specialist
Project Name TxTag Marketing
Present Address 12719 Burnet Road
City, State, Zip Code Austin, TX 78727
Telephone Number (512) 874-9713 Fax Number ()
Email Address Erica.Ramirez@txdot.gov

**City of Austin, Texas
Section 0800
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION**

**City of Austin, Texas
Equal Employment/Fair Housing Office**

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

**City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does

Section 0835: Non-Resident Bidder Provisions

Company Name Sherry Matthews, Inc., dba Sherry Matthews Group

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: N/A Which State: N/A

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: N/A

not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

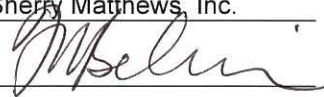
Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 15th day of November, 2018

CONTRACTOR	<u>Sherry Matthews, Inc.</u>
Authorized Signature	<u></u>
Title	<u>Chief Financial Officer</u>

SOLICITATION NUMBER: **RFP 4400-MLH3000**

SOLICITATION TITLE: **Creative and Graphic Design Services**

Section 0840, Service-Disabled Veteran Business Enterprise Preference

Offeror Name

Sherry Matthews, Inc., dba Sherry Matthews Group

Additional Solicitation Instructions.

1. ☒ By checking this box, Offeror states they are NOT a certified Service-Disabled Veteran Business Enterprise seeking to claim preference points under the City of Austin's SDVBE Program.
2. Offerors seeking to claim the Service-Disabled Veteran Business Enterprise (SDVBE) preference shall be certified **under one of the two following scenarios**. Offerors shall check one of the following boxes, input the data in the applicable table below and include this completed form in their Proposal.
 - ☐ **HUB/SV**. Offeror is certified as a Service-Disabled Veteran (SV) Historically Underutilized Business (HUB) by the Texas State Comptroller of Public Accounts.

Texas State HUB/SV Certification	
13-Digit Vendor ID (VID)	
HUB/SV Issue Date	
HUB/SV Expiration Date	

- ☐ **HUB/OTHER + Federal SDVOSB**. Offeror is certified by the Texas State Comptroller of Public Accounts as a Historically Underutilized Business in a HUB Eligibility Category other than Service-Disabled Veteran (SV) AND is verified by the US Veterans Administration as a Service-Disabled Veteran-Owned Small Business (SDVOSB). **Texas HUB Eligibility Categories:** HUB/BL (Black), HUB/AS (Asian), HUB/HI (Hispanic), HUB/AI (Native American), or HUB/WO (Women Owned).

Texas State HUB/OTHER Certification	
13-Digit Vendor ID (VID)	
HUB Eligibility Category	
HUB Issue Date	
HUB Expiration Date	

Federal SDVOSB Verification	
9-Digit DUNS	
SDVOSB Issue Date	
SDVOSB Expiration Date	

3. **Offeror Identity**. The Offeror submitting the Proposal shall be the same entity that is certified by the Texas State Comptroller of Public Accounts, AND if applicable as verified by the US Veterans Administration.
4. **Certification Status**. Offeror's certification(s) must be active on or before the Solicitation's due date for Proposals and shall not expire prior to the award and execution of any resulting contract.
5. **Confirmation of Certification(s)**. Upon receipt of this completed form, the City will confirm the Offeror's certification(s): State: <https://mycpa.cpa.state.tx.us/tpasscmblsearch>. Federal: <https://www.vip.vetbiz.gov/>. The City will direct any questions concerning an Offeror's State or Federal certification status to the Offeror's contact person as designated on the Offer Form of their Proposal.
6. **Misrepresentation**. If the City determines that the Offeror requesting this preference is not certified by the State or Federal government if applicable, the Offeror will not receive the preference points. If the City determines that this misrepresentation was intentional, the City may also find the Offeror not responsible and may report the Offeror to the Texas State Comptroller of Public Accounts or if applicable to the US Veterans Administration. If the misrepresentation is discovered after contract award, the City reserves the right to void the contract.



SHERRY MATTHEWS GROUP

City of Austin
Office of Sustainability

Graphic Design and Creative Services
Solicitation No: RFP 4400-MLH3000

ORIGINAL

SUBMITTED BY
SHERRY MATTHEWS GROUP

NOVEMBER 15, 2018



SHERRY MATTHEWS GROUP

November 15, 2018

Ms. Martha L. Hernandez
City of Austin, Municipal Building
Purchasing Office
124 West 8th Street, Room 308
Austin, Texas 78701

RE: Response to the City of Austin, Solicitation #RFP 4400-MLH3000
Graphic Design and Creative Services for the Office of Sustainability

Dear Ms. Hernandez and Evaluation Committee:

Sherry Matthews Inc., dba Sherry Matthews Group, is pleased to respond to your Request for Proposal for graphic design and creative services for the City's Office of Sustainability. Our full-service agency, a HUB-certified, woman-owned business, provides all traditional marketing and advertising services as well as many additional services rarely offered by the typical ad agency.

For more than 30 years we have helped government agencies, nonprofit organizations, and socially conscious businesses market beneficial programs, products, and behaviors. We're eager to continue working with the Office of Sustainability on public awareness and outreach projects to promote community-wide sustainability and meet the challenges of climate change.

Everyone with Sherry Matthews Group is committed to providing exceptional service—from campaign research and planning through execution of branding, messaging, creative, media, and outreach strategies—that serves the public good and delivers measurable results. With a long history of working with public sector clients, we recognize the scrutiny and transparency required, the need to reach and reflect diverse communities, and the importance of delivering efficient and cost-effective solutions.

The team that will be assigned to this account comprises staff who've been integral to past City of Austin projects for the Office of Sustainability, Austin Resource Recovery, Austin Public Health, and Austin Energy in addition to campaigns in Texas and across the country related to the environment, public health, transportation solutions, and conservation.

This proposal is valid for 180 days from November 15, 2018. Thank you for reviewing our qualifications. If you have any questions about our proposal, please do not hesitate to contact Klaudia Flanigin, executive vice president, at 512-478-4397 or klaudiaf@sherrymatthews.com.

Sincerely,

Sherry Matthews
President and CEO

SHERRYMATTHEWS.COM

200 SOUTH CONGRESS AVENUE AUSTIN TEXAS 78704 TEL 512 478 4397 FAX 512 478 4978
1912 SUNDERLAND PLACE NORTHWEST WASHINGTON D.C. 20036 TEL 202 416 0110



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EXECUTIVE SUMMARY

Agency Overview

Headquartered in Austin, Sherry Matthews, Inc., dba Sherry Matthews Group, is a minority, woman-owned, full-service communications firm, certified as a Historically Underutilized Business (HUB). We've built an exceptional record over the past 35 years for developing and executing integrated advertising and marketing strategies that reach and surpass the goals of our local, state, and federal government clients. Our recent collaborations with the Office of Sustainability will enable us to hit the ground running to meet your needs and objectives.

We bring both a deep commitment to your goals and the necessary skill sets and experience to get the job done.

First, we are a public service marketing firm. There are some terrific ad agencies that sell cheeseburgers, spark plugs, and chewing gum. That's not who we are. We work on behalf of the environment, public health, education, traffic safety, public transit, humanitarian aid, and social justice. As advocates for positive change, we embrace the opportunity to continue working with you to advance sustainability and climate action initiatives.

We know how to work with government agencies. Through our work with dozens of government clients at the local, state, and federal levels, we understand the sensitivities of managing and spending public funds and are always mindful of our responsibility to be good stewards. Ninety percent of our clients are government agencies or nonprofits.

We know the Austin area. In addition to our campaigns for Texas state agencies that run in the Austin metro market, our local-focused marketing and communications experience includes work with your department, Austin Resource Recovery, Austin Public Health, Austin Energy Green Building, Capital Metro, Lower Colorado River Authority Parks, the Austin Convention and Visitors Bureau, Dell Children's Hospital Plan, Baylor Scott & White Health, and Central Health.

We are experts at multicultural marketing. With our in-house multicultural team, we create campaigns that are culturally appropriate for diverse audiences, from Hispanic, African-American, Asian, and Middle Eastern populations to teenagers, children, parents, elders, business owners, healthcare professionals, and others.

We ask the right questions. We approach every new project as a true partner. The best work comes from listening to clients and their stakeholders, as the perspectives, goals, insights, and strategies that they bring to the table are invaluable to the creative development process. That's why we always embark on an extensive discovery process before kicking off a new initiative. This ensures we get the benefit of our client's expertise.

We produce measurable results. Our record of success with public education campaigns is second to none. Many of our campaigns began at the state and local level and went global, not only because the creative was innovative and powerful, but also because it worked. Sherry Matthews Group has built a national reputation for developing breakthrough creative, staging press-generating campaign launches and other events, applying digital technologies, and using grassroots strategies to mobilize people and resources, all designed to raise awareness, educate target audiences, and motivate behavior change.

We win awards. We have won hundreds of regional, national, and international awards for our creative work, including materials developed for the City of Austin, competing against some of the largest advertising agencies in the world.



We have a committed, experienced team. We bring you a high-caliber staff in every service area—account management, creative, production, paid and earned media, outreach, social media, accounting, and contract administration—and are known for our long-term relationships with clients. Our seasoned team can handle a broad array of creative projects and special requests on an as-needed basis, and you can be assured the same consistent service from the project manager and account team members who have contributed to the work produced over the past three years for the Office of Sustainability.

Agency capabilities include the following:

Strategy/Planning	Public Relations	Media Planning/Buying
Responsive Account Service	Partnership Development	Media Added Value
Multicultural Marketing	Special Events	Social Media
Market Research	Community Outreach	Direct Marketing
Branding/Logos	Copywriting	eLearning
Advertising	Website Development	Mobile Applications
Graphic Design	Digital Marketing	Video Production

Our experience in educating and mobilizing the public and targeted stakeholders about environmental, health, and conservation issues in Austin and around the state include the following campaigns and initiatives:

- Promoted Austin’s Carbon Reduction Challenge and Climate Change Awareness Month, October 2018, generating a 2:1 return on investment through earned media coverage.
- Designed the 2018 version of the Office of Sustainability’s *State of the Food System* report and signage for the Seaholm EcoDistrict that highlights its sustainable features and points of interest.
- Concepted and produced an animated, educational video on what the City is doing to address climate change and how its citizens can help, which was recently recognized by the National Association of Government Communicators.
- Launched *Bring It Austin*, Austin Resource Recovery’s campaign to implement the single-use bag ordinance.
- Created the City’s *Live Tobacco-Free Austin* campaign, with media, public relations, and grassroots outreach to raise awareness of the dangers of secondhand smoke and promote the benefits of making public spaces tobacco-free.
- Produced a logo, infographics, and handbook targeted at owners and managers of multi-unit housing for the City’s Smoke-Free Housing Initiative.
- Developed a five-year strategic marketing plan, logo, and collateral templates for the Austin Energy Green Building program.
- Created and continue to execute the Texas Department of Transportation’s *Drive Clean Texas* media and outreach campaign to reduce mobile source air pollution.



Bring It Austin Retailer Sign



- Produced multiple broadcast and digital campaigns for the Texas Parks & Wildlife Department to prevent the spread of aquatic invasive species.
- Developed the brand identity, website, and strategic communications platform for *Taking Care of Texas*, a program designed to help Texas property owners implement environmental conservation.
- Implemented the Public Utility Commission of Texas's *Power to Save* campaign to educate Texans on energy conservation.

We Are Ready to Go to Work for You

We are passionate about work that makes the world a better place. While we win national awards year after year for our groundbreaking creative, we know that results matter most. For each new project, our dedicated senior account director/project manager and other key staff will work collaboratively with your team to outline the purpose and objectives. We'll always have the overarching goals of delivering compelling and effective creative materials that get results and that align with your department's brand. Whether the project's objective is to educate the public about sustainability actions, promote your events and outreach initiatives, engage citizens in the City's sustainability priorities, or communicate with City staff and stakeholders, your brand image and voice will be consistent.



Austin Climate Change Video 2017



C. SYSTEM CONCEPT AND SOLUTION

Define in detail your understanding of the requirement presented in the Scope of Work of this request for proposal and your system solution. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal.

The desire to produce effective, high value communications is part of our agency DNA. It is a mindset we apply to every component of our work to ensure consistent delivery of the best strategic and creative platforms, the best outcomes based on your objectives, and the best use of financial resources.

Although every engagement varies, our accumulated knowledge, skills, and insights from decades of experience working with government agencies and nonprofits contribute to each project. We never forget that our work is a reflection of public programs and the individuals who are responsible for administering and overseeing them.

Our partnership over the past three years with the Office of Sustainability on work as varied as an animated video, large-format posters, graphic design, and a public relations campaign will enable us to hit the ground running to develop strategies, scopes of work, estimates, and timelines for the types of projects outlined in the Scope of Work of your request for proposal. We'll assign the same key staff members in account service, creative, digital strategy, and public relations who planned and executed these recent projects to any future work. And, because of our deep in-house resources, we can easily mobilize additional staff to fulfill your requests.

Our approach to work is straightforward: we listen carefully, we research thoroughly, and we strive to give you the benefit of our experience.

The Assignment

You've asked for account management, research, creative, media, and public relations capabilities that can be at the ready to provide a broad range of communications services. Our experience and ability to deliver the projects listed in your Scope of Work is described and illustrated in Sections E and F. On an as-needed basis, we're prepared to develop creative materials aimed at a) reporting on the work and achievements of the Office of Sustainability, b) supporting public outreach activities, or c) engaging target audiences on climate action or other sustainability initiatives. We will dedicate a senior account director, Gwen Williams, who will direct all project work and serve as the link between the Office of Sustainability project management and the agency's staff.

Once assigned a communication project, our account team will develop a work plan that will identify the goals, objectives, processes, and actions needed to complete the project. It will include detailed labor and hard cost estimates, scheduling of key milestones, resource allocation, and any research that may be needed. The plan will also include approval points and deadlines along the way.

The following information outlines the processes we will follow to fulfill requested projects.

Our Approach: Client Collaboration

At the Sherry Matthews Group, we view all projects as collaborative efforts between our clients and our agency account team. Each client brings important insights, goals, history, and perspective. Our government clients also bring a need for, and expectation of, transparency, accountability, and responsible spending of public funds. Our account services, research, creative development, and production processes benefit from two-way communication at each step: strategizing, exchanging ideas, testing assumptions, and refining both concepts and executions.



The Creative Process

Our in-depth experience in professional design and layout, content management, and publishing are assets ideally matched to your needs. Our general approach to the creative development process includes these steps:

Discovery

- Discuss/develop initial plans and strategies with the client.
- Agree on goals, objectives, and budget.
- Conduct a review of existing materials or prior campaign materials.
- Analyze the target audience, using available research and other market data as well as experience with the target audience segment.

Strategy

- Develop a communications plan and timelines to meet objectives and deadlines.
- In partnership with our clients, articulate a brand platform and the positioning and messaging strategies.
- Conduct formative research, if appropriate, to gain audience feedback and validate strategies.
- Develop creative strategy briefs for scope of work materials.
- Obtain approval of estimates and briefs before initiating work.
- Develop preliminary campaign concepts.
- Present and review concepts with the client.

Design/Production

- Refine concepts based on client input and qualitative research findings (if research is conducted).
- Review with the client for approval.
- Develop creative and design briefs with materials specifications.
- For print, design materials to specifications.
- For broadcast and web-based projects, execute pre-production and production of spots and digital materials.
- Secure final client approval.
- Complete mechanical and broadcast files.
- Release files to vendors and/or media outlets.
- Oversee outside production, including proofs for print materials.
- Archive files on our in-house server.
- Provide files to client, if desired.
- Provide ongoing impact assessment of projects.



Discovery Phase

A critical part of a project is the discovery phase, as it shapes the rest of the creative development and deliverables. Before we deploy our creative capabilities, we believe that formative research—whether formal when the budget allows or informally conducted when it does not—is vital to obtaining tangible results. We do not substitute our instincts and judgment for those of the target audience. We aim to answer these questions:

- What do key audiences know about the program or issue?
- What are their attitudes?
- Are there particular subsets of the audience with differences in knowledge/need?
- What messages and materials will be most effective in reaching and persuading target audiences?

Knowing what to say, to whom, and by what methods is one of our agency's strengths. Working together with our clients, we look at the available research or we conduct market research to better understand the audience and what it will take to reach them.

Quality Control from Start to Finish

Every creative project that goes through the agency requires a brief that articulates the project goals, message, established branding, print specifications, project timeline, and all other fundamental information. Once an execution is developed, the agency's eagle-eyed proofreaders and editors examine every piece of creative before it is sent for client review. Our senior-level design and print production staff assure all creative files match the project specifications before being produced. During the production stage, our print production manager attends all press checks to ensure that printed pieces are produced accurately and with utmost quality. Our broadcast and interactive producers similarly oversee audio/video and digital projects to assure they are delivered to specifications.

News Media Outreach and Public Relations

The news media are valuable partners in spreading campaign messages. Sherry Matthews Group demonstrates year after year an ability to find unique, innovative, and creative ways to generate news coverage for our clients' campaigns. It's grounded in hard work and the tireless efforts of our staff to find the right event locations, develop attention-getting visuals, prepare compelling copy for the media, and secure interview opportunities in markets big and small.

Working in collaboration with your communications staff, we can handle all the PR basics in addition to planning and executing press conferences and media events, as needed. These generally include:

- Writing and distributing news releases, event media advisories, social media and blog posts, and op-eds.
- Developing campaign talking points, managing issues, and handling crisis communications.
- Providing one-on-one and group media training sessions.
- Conducting media pitching tours and setting up live and pre-recorded interviews with City spokespersons.
- Producing B-roll video reels that make it easier for TV news stations to tell your story.
- Planning conferences, summits, and stakeholder meetings to engage the participation of the media and grassroots organizations.
- Tracking and reporting all broadcast, online, and print earned media coverage.



Paid Media Planning and Management

When we plan and buy paid media, we don't accept the standard quote or rate card price as the amount our client will have to pay. Our buyers fiercely negotiate for the best rates and optimal placements. After establishing a media plan, we solicit from target media outlets "best-offer" rate requests and agreements to adhere to added value requirements. We then negotiate further to achieve the most cost-efficient buys.

We have the experience and capacity to place the full spectrum of paid media— including television, radio, online, mobile, social, out-of-home, print, transit, and movie theaters—targeting general market audiences and specific demographic groups.

Measurable campaign goals, research, and market analysis drive our media strategies. To set the stage, account service will brief the media team on campaign or project objectives, target audience, timeframe, budget, and other factors central to media planning. All information is documented in a media brief that includes market area(s), marketing channels, flight dates, targeted rating points and impressions, and added-value goals.

We've been exceptionally successful in brokering value-add opportunities that greatly increase the return on investment and extend campaign reach. Depending on the medium, we routinely deliver bonus spots, special promotions, banner ads on station websites, news/traffic sponsorships, on-air interviews, client-approved posts and tweets on station social media properties, and materials distribution at station events.

Staying on Time, on Track, and on Budget

Because of our extensive experience working with state and local agencies, we understand government guidelines for billing, deliverables, budgets, and timelines. We also understand the need to involve various stakeholders and gain multiple levels of approval for strategies as well as executions.

This expertise allows us to accurately predict costs and timelines so that expectations can be met on time and on budget. We are also aware of the pressure to move quickly, and we have full in-house capabilities to meet aggressive timelines.

Timelines with key milestones and a final deadline are documented for each job we open in response to a scope of work or task order. In addition to constant oversight by our project managers, the agency's creative services director and traffic staff shepherd projects through production to stay on schedule. Weekly production meetings held every Monday morning and attended by all departments also serve to keep projects on track to meet established deadlines.

The agency's online accounting system supports the project team by continuously tracking all project estimates, purchase orders, vendor invoices, and time reporting.



D. PROJECT MANAGEMENT STRUCTURE

Provide a general explanation and chart which specifies project leadership and reporting responsibilities and interface the team with City project management and team personnel. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.

Our ability to provide exceptional service—which includes not only a high degree of responsiveness but also accountability—is a hallmark of our agency. We have process, reporting, and measurement systems in place to ensure we stay on track, keep clients informed, deliver quality work, and collect and assess metrics.

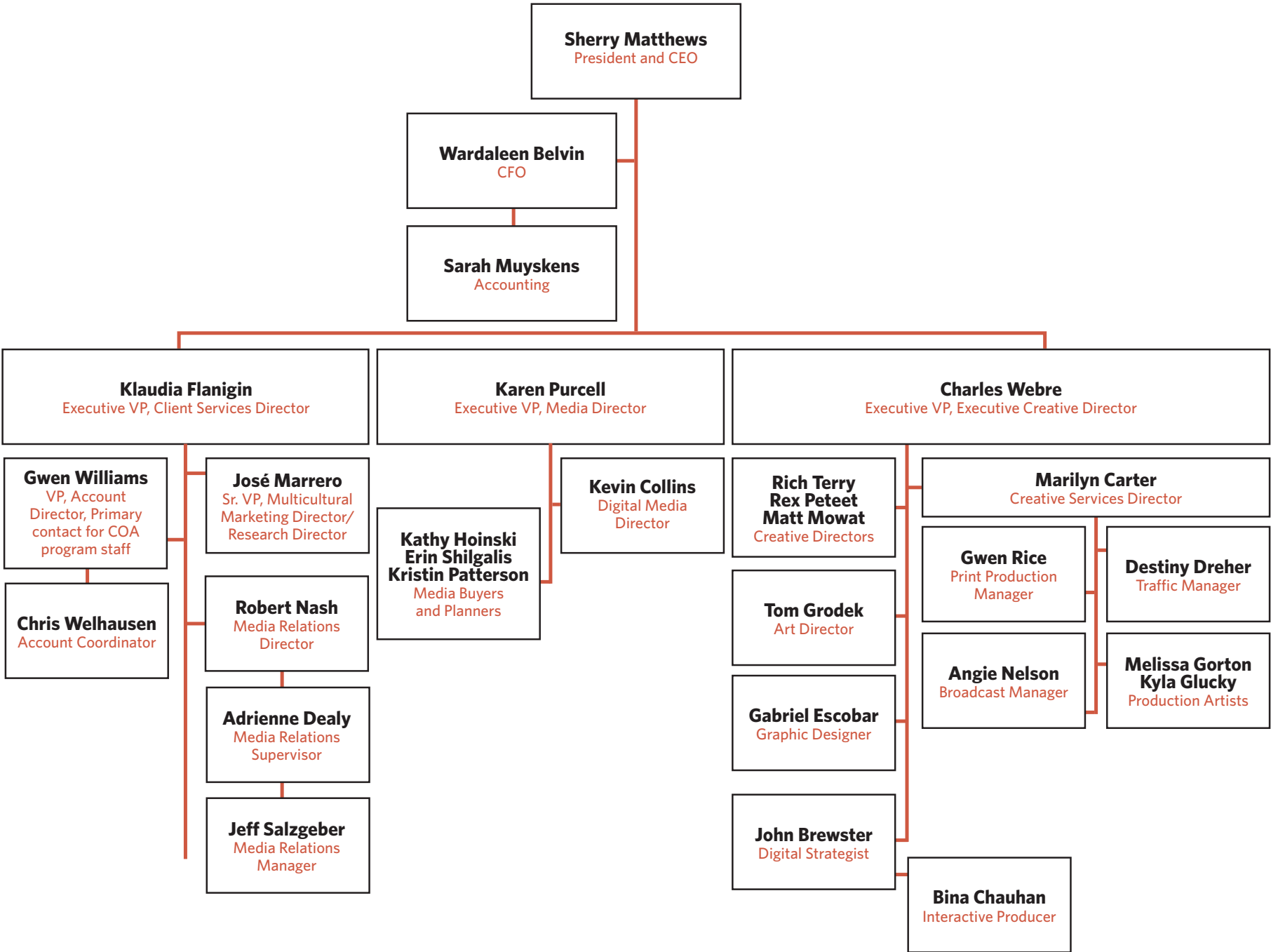
Account Team Management

The organization chart on the next page shows lines of authority for key staff who will be assigned to projects with the Office of Sustainability. This team will be supplemented with other members of our account service, creative, media, and public relations departments as needed and with approval from City staff.

Senior Account Director Gwen Williams, the current account lead for the agency's work with the Office of Sustainability, will oversee all projects done under this contract and serve as the day-to-day contact and link between City project management and the agency's creative, media, outreach, public relations, digital, and administrative teams. She reports to the director of client services, Klaudia Flanigin. Gwen's philosophy is to over-deliver and exceed client expectations by carefully managing budgets, developing realistic timelines, and clearly communicating with clients and stakeholders to keep everyone on the same page. She practices the agency's core value of flexibility when approaching projects.

As a full-service agency, we expect to perform all services with in-house labor and without employing subcontractors. Our Austin-based staff is readily available to meet with City team members to kick off new projects, discuss ongoing work, and deliver reports and presentations. We have the resources in place to perform any of the tasks outlined in the scope of work and will complete all deliverables in a timely manner.

ORGANIZATIONAL CHART





E. DEMONSTRATED COMPANY EXPERIENCE AND PERSONNEL QUALIFICATIONS

Describe your firm's experience and capabilities for the services and deliverables listed in the 0500 – Scope of Work. Include any prior experience with the City of Austin, Office of Sustainability, and municipalities in general.

A HUB-certified, woman-owned firm, Sherry Matthews, Inc. opened in 1983 in Austin and was quickly dubbed “Hot Shop of the Southwest” by *Adweek* magazine. We’ve been winning awards and producing results for clients ever since. We work on behalf of the environment, public health, education, public transit, traffic safety, and other issues that affect the well-being of individuals, communities, and the wider world. This isn’t a division of our company. It is our company. Our capabilities and mission are an ideal match for the services requested by the City’s Office of Sustainability.

We’ve built a highly successful record of developing hundreds of public awareness and education campaigns for local, state, and federal government agencies. We’re experts at explaining complex issues, introducing new concepts and tools to diverse audiences, and persuading the public to take action that requires a change in behavior. We provide a broad range of communications services, including:

Account Service/Strategic Planning. Strategic thinking informs all of the work we produce. We are results-oriented, we understand the importance of careful planning, and we are always mindful of the political sensitivities that surround the expenditure of public funds. Our long-term relationships with clients testify to the effectiveness and responsiveness of our work.

Brand Building. We help clients harness the power of branding to stand out, build ties, win loyalty, and inspire action. With a disciplined process based on extensive experience in consumer marketing, public affairs, and public education campaigns, we craft brand-driven communications that speak to the hearts and minds of key audiences.

Award-Winning Creative. Awards do not make an agency, but they do set high standards for the quality of work we strive to produce every day. We have been recognized year after year for creative excellence by industry peers, and while we are proud of these awards, the success of our clients is our true measure of excellence. Our creative capabilities include television, radio, print, out-of-home, and digital advertising; animated and live action video production; graphic design and illustration for print collateral; social media content development; direct mail; large-format signage for events and educational displays; promotional materials; online and print presentations; and website development and e-marketing communications. Relevant examples of our work are provided in this section and the next.

Research That Generates Results. We have conducted research to support virtually every campaign we’ve developed in the last 15 years. We deploy wide-ranging quantitative and qualitative research methodologies to identify meaningful knowledge and awareness levels, attitudes, individual and group behaviors, and cultural insights to develop messaging and assess the effectiveness of creative concepts.

Multicultural Marketing. We are known for our ability to create campaigns that speak to all Texans. With an in-house Hispanic/multicultural team, we create campaigns that are culturally appropriate for diverse audiences, from Hispanic, African-American, Asian, and Middle Eastern populations to teenagers, children, parents, elders, business owners, healthcare professionals, and others.



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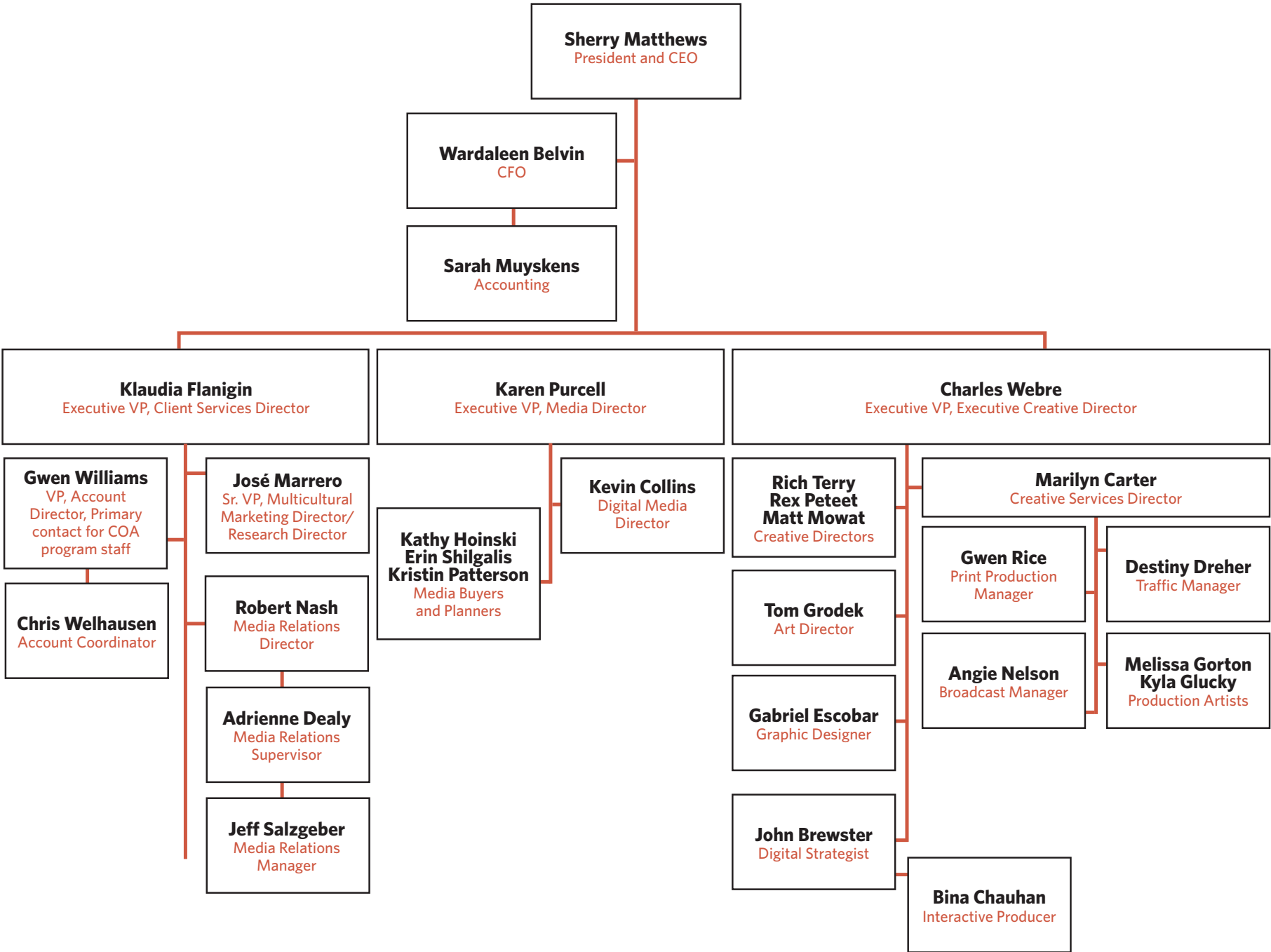
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Savvy Media Buying. Our in-house media department is composed of tough negotiators who make it a practice to stretch budgets as far as possible on behalf of government and nonprofit clients. They do not settle for just the best rates. They negotiate bonus spots, online promotions, media partnerships, and other tactics that greatly increase the return on investment, generating close to \$30 million a year in value-add for clients.

Digital Communications Tools. Our capabilities include responsive website design, development, and maintenance; federally compliant online accessibility; usability testing; eLearning; multimedia development; interactive marketing; mobile marketing; and mobile application development.

Immersive Social Media. Our social media team strives to smoothly weave a client's message and brand into the conversations already occurring online, making it easy for the audience to share them with their peers in a familiar, trusted forum. We scale social strategies to client needs, budget, and constraints, which can mean social media initiatives as simple and hands-off as partnering with popular radio DJs to post bits of information on behalf of the campaign or as involved as a fully managed and curated Facebook, Instagram, Twitter, Tumblr, or other social network.

Public Relations Planning. We have won the nation's highest honors for our public relations campaigns and secured thousands of positive media placements for clients in venues from local broadcast and print news outlets to *The New York Times* and *The Oprah Winfrey Show*. Few agencies have our flair when it comes to campaign kickoff events. We are adept at pitching the media, mobilizing turnout by grassroots organizations, and orchestrating compelling stories.

Partnership Development and Outreach. Partnerships are a cost-efficient strategy for multiplying message dissemination to target audiences. After setting campaign strategy, we assess what kind of collaborative effort will best suit the project, identify the most suitable and promising businesses and community organizations, and shepherd the collaboration as part of the campaign. To support and train outreach partners, stakeholders, healthcare providers, and community-based organizations, we have developed numerous printed and digital toolkits on a variety of health, environmental, and safety issues.

Event Planning and Execution. Community events are a key to engaging local audiences and stakeholders in a public awareness campaign and seeding the campaign message among targeted populations. We conceive of and plan events for appropriateness and maximum exposure, and produce signage, collateral materials, and educational activities to support interactions with the public. Depending on client needs and preferences, we can handle all aspects of an event on a turnkey basis.

Advantages We Offer You

We Have a Dedicated Team

Sherry Matthews Group has a staff strong in number and in talent, who believe in the work we do. Led by longtime advertising and design creative directors who deeply understand marketing strategy, our creative team comprises art directors, graphic designers, copywriters, web developers, digital strategists and producers, illustrators, audio/visual producers, and production managers. We also have editors and proofreaders to help polish content for reports, advertising, websites, collateral, news releases, and presentations. Adding in our in-house media and public relations staff, we're confident our experienced team can handle a broad array of creative projects and special requests from the Office of Sustainability.



We Know How to Influence Perceptions and Behaviors that Affect the Environment

Our work on environmental sustainability issues began 30 years ago. Varied projects related to establishing brands and developing public awareness and education campaigns have given target audiences clear information on the benefits of protecting the environment and how to reduce individual and organizational impact on land, water, and air. Topics have included climate change, energy conservation, single-use plastic bags, secondhand smoking and smoke-free housing, water pollution, vehicle emissions, roadside litter, pesticide use, invasive species, and protection of natural resources.

We Understand the Needs of Government Clients

From our extensive experience working with government agencies, we understand the sensitivities and needs of projects driven by public objectives. We recognize the scrutiny and transparency required, the need to reach diverse communities, and the importance of delivering cost-efficient and effective solutions. Our current roster of public agency clients includes the following:

City of Austin, Office of Sustainability
Lower Colorado River Authority Parks
Capital Metropolitan Transportation Authority
New York City Department of Health and Mental Hygiene
New York City Department of the Aging
New York City Mayor's Office of Immigrant Affairs
Texas Parks & Wildlife Department
Texas Department of Transportation, Traffic Safety Section
Texas Department of Transportation, *Drive Clean Texas*
Texas Health and Human Services Commission
Texas Department of State Health Services
Texas Department of Family and Protective Services
Montgomery County (MD) Department of Transportation
Riverside County (CA) Transportation Commission
Washington State Department of Transportation
Metropolitan Washington (DC) Council of Governments, *Street Smart*
Metropolitan Washington (DC) Council of Governments' Clean Air Partners

We Know How to Engage Austin Audiences

We're well-versed in the Austin market. It's our hometown, and we have amassed a stellar record of effectively communicating with the city's diverse audiences through creative campaigns, targeted mass media, grassroots outreach, and public relations. This includes work with the City of Austin, Capital Metro, Lower Colorado River Authority, Austin Convention and Visitors Bureau, Baylor Scott & White Health, Dell Children's Hospital Plan, and Central Health as well as dozens of statewide campaigns for Texas agencies that reach Austin citizens.



Examples of work with the City of Austin include these campaigns and initiatives:

- Promoted Austin's Carbon Reduction Challenge and Climate Change Awareness Month, October 2018, generating a 2:1 return on investment through earned media coverage.
- Designed the 2018 version of the Office of Sustainability's *State of the Food System* report and signage for the Seaholm EcoDistrict that highlights its sustainable features and points of interest.
- Concepted and produced an animated, educational video on what the City is doing to address climate change and how its citizens can help.
- Launched *Bring It Austin*, Austin Resource Recovery's campaign to implement the single-use bag ordinance.
- Created the City's *Live Tobacco-Free Austin* campaign, with media, public relations, and grassroots outreach to raise awareness of the dangers of secondhand smoke and promote the benefits of making public spaces tobacco-free.
- Produced a logo, infographics, and handbook targeted at owners and managers of multi-unit housing for the City's Smoke-Free Housing Initiative.
- Developed a five-year strategic marketing plan, logo, and collateral templates for the Austin Energy Green Building program.



This updated report on Austin's food system was released in October 2018.



Case Study: Office of Sustainability Climate Change Video

The Austin City Council has set a goal of reaching net-zero community-wide greenhouse gas emissions by 2050. Our charge was to create a video to raise awareness of the City's community climate plan and the simple steps Austinites can take to decrease their carbon footprint. The video presented in nontechnical, plain language the City's positive message about what is being done to mitigate the progression of climate change. The desired individual behaviors were illustrated amid scenes of Austin, allowing viewers to relate their individual actions to the effect on their beloved city.

By using animation we were able to keep production costs low and deliver a 2.5-minute video in English and Spanish, as well as a 15-second version for PSA placement, within the Office of Sustainability's budget. The video recently won an award for excellence in educational programming from the National Association of Government Communicators. To view: bit.ly/2zU6ydC



Award-Winning Austin Climate Change Video



Case Study: NYC Department of Health and Mental Hygiene Smoke-Free Apartments Campaign

Secondhand smoke can enter apartments and common areas through shared ventilation systems, air spaces, windows, and hallways. We were tasked with developing creative communications to educate New Yorkers about the dangers of secondhand smoke in apartment buildings and encourage landlords and managers to make their buildings smoke-free.



Our approach was twofold: illustrate the hazards of secondhand smoke even without a smoker in one's apartment and empower residents to request that their building become smoke-free. Components of the citywide campaign included television, out-of-home, print, digital, and social media in English and Spanish. The creative pictured the most vulnerable apartment residents to add emotional resonance to the campaign message.



Subway Squares



Case Study: Austin Resource Recovery *Bring It Austin* Reusable Carryout Bag Campaign

The then-new City ordinance that prohibits single-use bags at checkout was opposed by business groups and maligned by a vocal minority. Our charge as the prime contractor: create an integrated campaign to educate both consumers and businesses about the new rules and to raise awareness of the many benefits to the community from switching to reusable bags. We branded the campaign *Bring It Austin* to establish an upbeat attitude that could be embraced by shoppers and support retailers who needed to remind customers in a positive way to bring their bags.

Campaign components included a TV spot using some of Austin's favorite iconic statues holding branded, reusable bags and featuring a commissioned song in English and Spanish that befits the Live Music Capital of the World; a website in English and Spanish with information for retailers and consumers; an online toolkit for retailers; and collateral materials in English, Spanish, Vietnamese, and Chinese.

An attention-getting launch event held downtown in front of the statue of Willie Nelson and an aggressive media relations effort generated more than \$2.2 million in TV news coverage. Thousands of *Bring It Austin* branded bags were distributed at events and shopping centers, and support for the City's ordinance was measured at 86 percent in a post-campaign survey of Austinites.



TV Spot Featured Local Landmarks



Bus Ad



Screen-Printed Bags Customized for Community Events



Identify the specific Project Manager and Graphic Designer who will be assigned to this work, as well as any other individuals who will be assigned to execute the projects described. Provide resumes for each team member, and specify each individual's relevant project experience.

Who We Are

We exist for one reason: to give a voice to the causes that need one. Whether it's for the environment, transit, health, education, or transportation, we are advocates for positive change. Everyone who works here is united in the desire to be part of the solution. We've been successful because we know how to navigate tough social and behavioral issues.

Core Team

Listed below are key team members who will be assigned to your projects and who will be supported by additional staff in our account service, creative, media, and public relations departments as needed. Gwen Williams will serve as project manager, and creative projects will be led by Charles Webre, Rich Terry, and Tom Grodek. Their resumes follow.

Creative Services	Account Management	Media Services
Charles Webre Executive Creative Director	Sherry Matthews President and CEO	Karen Purcell Media Director
Rich Terry Creative Director/Writer	Wardaleen Belvin Chief Financial Officer	Kevin Collins Digital Media Director
Rex Peteet Creative Director/ Design Director	Klaudia Flanigin Director of Client Services	
Tom Grodek Art Director	Gwen Williams Senior Account Director/ Project Manager	Public Relations
Matt Mowat Creative Director	Chris Welhausen Account Coordinator	Robert Nash PR Director
José Marrero Creative Director/Multicultural Marketing Director		Adrienne Dealy Media Relations Supervisor
Gabriel Escobar Graphic Designer		Jeff Salzgeber Media Relations Manager
Kyla Glucky, Melissa Gorton Production Artists		
John Brewster Digital Strategist		
Sherry Smith Communications Strategist/ Writer		
Marilyn Carter Creative Services Director		
Gwen Rice Print Production Manager		



Sherry Matthews

President and CEO

1983–Present	<i>Chief Executive Officer, Sherry Matthews Group</i>
1973–1983	<i>Vice President, GSD&M</i>
1969–1973	<i>Marketing Director, Nash Phillips-Copus</i>
2011	<i>Distinguished Lecturer, The University of Texas at Austin</i>
1968	<i>Memphis State University/Bachelor of Arts in Journalism and Classics, cum laude</i>

In 1983, after 10 years as vice president of GSD&M, Sherry launched her own agency, which was named “Hot Shop of the Southwest” its first year in business. She has been winning the “nation’s best” awards ever since, successfully competing on limited budgets against some of the world’s leading agencies.

Sherry has a successful track record with public education and awareness campaigns for the Texas Department of State Health Services, Texas Parks and Wildlife Department, Texas Commission on Environmental Quality, Texas Railroad Commission, Texas Department of Transportation, and dozens of other government agencies, nonprofits, and socially conscious companies.

She created the *Issues* campaign that branded Whole Foods Market and that has been published in college textbooks as a model for cause marketing.

Sherry knows how to persuade a reluctant or indifferent public to change its attitudes and behavior. She has produced campaigns for Hispanic, African-American, Vietnamese, Chinese, and low-literacy audiences across Texas.

In 2011, Sherry published her first book, *We Were Not Orphans: Stories from the Waco State Home*, which chronicles a 60-year history of children under state care, and was awarded the McGovern Centennial Award Lectureship from The University of Texas College of Communication.



Wardaleen Belvin

Chief Financial Officer/Chief Operating Officer

1999–Present	<i>Chief Financial Officer/Chief Operating Officer, Sherry Matthews Group</i>
1995–1999	<i>Director, Texas Tomorrow Fund, Texas Comptroller</i>
1990–1995	<i>Director of Research, Chief of Staff, Lt. Governor Bob Bullock</i>
1977–1978	<i>Graduate Studies, St. Edward's University</i>
1973–1976	<i>Certifications in Finance and Banking</i>
1972	<i>Stephen F. Austin State University/Bachelor of Science in Math and Chemistry</i>

As chief financial officer/chief operating officer, Wardaleen oversees contract negotiation, budgets, accounting, and measurement reporting for government and nonprofit clients. She has served as an advisor for dozens of public education and awareness campaigns across the country.

Wardaleen was founder of the Texas Tomorrow Fund, which locked in future college tuition costs, and during her tenure sold 95,000 contracts, valued at more than \$950 million. She played a key role in the passage of the constitutional amendment that drew the support of more than 70 percent of voters statewide and provided the state's guarantee for the program.

Wardaleen has more than 25 years of state government experience in various managerial roles focusing on state policy and budget issues, state finance, investment, banking, housing, workforce, economic development, and community development. She served for six years as chief of staff and director of research and policy for Lieutenant Governor Bob Bullock, developing and recommending policy for many issues. Wardaleen has also served as the legislative director for the comptroller of public accounts.

As director of finance for the Texas Department of Commerce, Wardaleen was responsible for all finance-related business programs for the state, involving millions of dollars awarded to cities, counties, and companies locating or expanding in Texas.

At Sherry Matthews Group, Wardaleen oversees all contract negotiations and invoicing. She ensures that all i's are dotted and t's are crossed when producing work, tracking results, and meeting contract requirements. She also works with the entire team to stay within budget and see that added-value expectations are met.



Klaudia Flanigin

Executive Vice President/Director of Client Services

2014–Present	<i>Executive Vice President/Director of Client Services, Sherry Matthews Group</i>
2013–2014	<i>Group Planning Director, GSD&M</i>
2008–2013	<i>Research Director, Sherry Matthews Group</i>
2005–2008	<i>Senior Vice President, Planning/Research Director, Publicis</i>
1994–2005	<i>Vice President, Account Director, GSD&M</i>
1987–1994	<i>Account Services and Media, The Bloom Agency</i>
1987	<i>Vanderbilt University/Bachelor of Arts in Psychology</i>

With more than 30 years of advertising experience, Klaudia has led almost every aspect of the business including media, account service, research, and strategic planning. She has worked at some of the top agencies in the country, including Mullen, Publicis, and GSD&M, and has developed award-winning strategies for a range of public and private sector campaigns. Her client list includes Fortune 500 companies such as Walmart, Southwest Airlines, Nestlé, and Radio Shack, and she owned her own research and strategy company for six years.

Prior to joining Sherry Matthews full time in 2014, she served as the agency’s strategic consultant, driving much of the consumer research for campaigns. This experience gives her a unique and thorough understanding of target audiences and how to best engage them to meet clients’ goals.

Klaudia’s breadth and depth of leadership experience make her ideally suited to lead the agency’s client service and strategy departments, adding a senior level of strategic insight to creative, media, and outreach projects.



Gwen Williams

Vice President/Senior Account Director

2005–Present	<i>Vice President/Senior Account Director, Sherry Matthews Group</i>
1996–2005	<i>Vice President and Senior Account Executive, Rindy Miller Media</i>
1995	<i>Research Associate, Texas Natural Resources Conservation Commission</i>
1994	<i>Consultant and Research Associate, President’s Advisory Committee on Human Radiation Experiments</i>
1991–1993	<i>Research Associate, Southern Environmental Law Center</i>
1995	<i>The Lyndon Baines Johnson School of Public Affairs/Master of Public Affairs</i>
1991	<i>Swarthmore College/Bachelor of Arts in Political Science, with concentration in public policy</i>

A senior member of the Sherry Matthews account service team, Gwen has a strong background in public policy, strategic marketing, project management, and broadcast production. She is adept at managing projects with \$20,000 budgets or multifaceted, multimillion dollar campaigns with many stakeholders. When she is at the helm, clients can rest easy knowing she’s watching every dime being spent, quietly wrangling teams of creative directors and public relations specialists, and making sure campaign activities are proceeding smoothly.

Gwen has led account teams for the Office of Sustainability’s creative and public relations projects over the past three years, and she managed the successful *Live Tobacco-Free Austin* and *Bring It Austin* campaign launches for the City of Austin. Gwen has also served as the project manager for numerous traffic safety campaigns and toll road initiatives for the Texas Department of Transportation.

Prior to joining the agency, Gwen worked for political campaigns across the U.S. and on environmental and health issues for government agencies and nonprofits. She served as a research associate for the President’s Advisory Committee on Human Radiation Experiments, working with the team that brought to light previously secret historical documents.

As project manager, Gwen would continue to be the primary point of contact for all work produced by the agency, assure timely responses to client needs, and maintain the highest standards of excellence.



Chris Welhausen

Account Coordinator

2018	<i>Account Coordinator, Sherry Matthews Group</i>
2017	<i>Account Coordinator, Slingshot</i>
2016	<i>Account Management Intern, Moroch Partners</i>
2016	<i>University of North Texas/Bachelor of Arts in Journalism, advertising focus; minors in Sociology and Nonprofit Management</i>

Chris has a history of doing big things for big brands. During college, he interned at Dallas-based Moroch Partners, where he assisted with managing social media, special events, and public relations for the McDonald's and Ronald McDonald House charitable accounts.

After graduating from college, he began working at Slingshot on the agency's largest account, Texas Tourism. Chris managed the brand's monthly email newsletter and all domestic and international print campaigns, which were executed in five different languages. He also helped coordinate Texas Tourism projects involving added value, sweepstakes, website redesign, and digital advertising.

At Sherry Matthews, Chris serves as an account coordinator on several multimedia campaigns including Dell Children's Hospital, Texas Parks and Wildlife Department, Texas Department of Transportation, Washington State Department of Transportation, and Riverside County Transportation Commission in California.

Chris is passionate about advocacy and nonprofit marketing. In college he studied nonprofit management and shaped his advertising education for nonprofit and public service work. Currently, he leads a team of advertising professionals who donate services to local charities. Through this effort, Chris has helped nonprofits do everything from saving bees to paving a way for underrepresented students to attend college.



Charles Webre

Executive Vice President/Executive Creative Director

2003–Present	<i>Executive Vice President/Executive Creative Director, Sherry Matthews Group</i>
2002	<i>Advertising Consultant, New York</i>
2001	<i>Senior Vice President, Executive Creative Director, Lowe Live</i>
1998–2000	<i>Executive Vice President, Creative Partner, Wunderman Cato Johnson</i>
1993–1997	<i>Executive Vice President, Chief Creative Officer, Wunderman Cato Johnson</i>
1989–1993	<i>Vice President, Creative Director, Kirshenbaum & Bond</i>
1988–1989	<i>Senior Art Director, Ogilvy & Mather</i>
1985–1987	<i>Art Director, Sherry Matthews Advertising & Public Relations</i>
1984	<i>The University of Texas at Austin/Bachelor of Science in Advertising</i>

Charles's advertising career has circled the globe, with Austin as home base. He began his career right out of college as art director for Sherry Matthews, spent 15 successful years at top agencies in New York and London, and then returned to Texas to direct all things creative at Sherry Matthews Group.

His global and national clients have included American Express, Citibank, Chase Manhattan Bank, AT&T, Apple, Ford, and Xerox. At Sherry Matthews, he has produced award-winning work for our government clients, including the Texas Department of Transportation, Texas Department of State Health Services, and Capital Metropolitan Transportation Authority. Other clients span the country, including the NYC Department of Health and Mental Hygiene, the Metropolitan Washington (DC) Council of Governments, and the Washington State Department of Transportation. Charles oversaw all creative development for the *Live Tobacco-Free Austin* and *Bring It Austin* campaigns.

Charles knows how to market to Texans. Fluent in Spanish and French, he has the talent to create a general market campaign in English, then without missing a beat, create a completely different advertising campaign for Hispanic and other audiences. One of his strengths is his ability to create broad and compelling public education messages that resonate.

He has won nearly every major creative award given, including ADDYs, New York Art Directors Club, *Communication Arts*, the One Show, EFFIEs, Caples, and the David Ogilvy Award. His talent and boundless energy amaze and inspire his clients.

Charles provides creative direction for all campaigns and manages creative staff to ensure that the work maintains the agency's high standards.



Rich Terry
Senior Vice President/Creative Director

2015–Present	<i>Senior Vice President/Creative Director, Sherry Matthews Group</i>
2011–2013	<i>Executive Creative Director, Lawler Ballard Van Durand</i>
2009–2011	<i>Creative Director, Rawle Murdy & Associates</i>
2008–2009	<i>Group Creative Director, T3</i>
2002–2008	<i>Film Director, Real Geese Films</i>
1989–2002	<i>Senior Vice President/Group Creative Director, GSD&M</i>
1988–1989	<i>Copywriter, Ogilvy</i>
1986–1988	<i>Copywriter, Tracy-Locke</i>
1985	<i>Midwestern State University/Bachelor of Arts in Journalism</i>

Behind Rich’s quiet demeanor lies a fierce creative force with a quick wit and a way with words that captures the essence of a brand and the hearts of an audience. Rich’s career is highlighted by transformative creative efforts for brands such as Southwest Airlines, Pebble Beach, Chili’s, Texas Tourism, Smithfield Foods, Walmart, and the world’s most famous anti-littering campaign, *Don’t mess with Texas*, which was inducted into the Advertising Hall of Fame.

Rich’s leadership influence includes roles at celebrated agencies such as GSD&M, Ogilvy, and T3 Digital in both Austin and San Francisco, where he honed his ability to transform brands—and often those agencies—across all platforms.

Rich has overseen the agency’s development and execution of all creative projects produced for the Office of Sustainability. He has been honored by virtually every major award show in the industry, but considers his greatest accomplishments the client and colleague relationships he’s forged and the effectiveness of his work.



Rex Peteet

Senior Vice President/Creative Director, Design

2010–Present	<i>Senior Vice President/Creative Director, Design, Sherry Matthews Group</i>
1995–2010	<i>Consultant, Sherry Matthews Group</i>
1982–Present	<i>Principal Partner/Senior Designer, Sibley/Peteet Design</i>
1980–1982	<i>Senior Designer, Pirtle Design</i>
1978–1980	<i>Designer, The Richards Group</i>
1975–1977	<i>Designer, The Bloom Agency</i>
1975	<i>University of North Texas/Bachelor of Fine Arts in Graphic Design</i>

Exceptional talent and a commitment to quality and innovation place Rex in the top ranks of America's designers. He brings extensive experience in branding for government agencies, medical centers, and nonprofits.

Rex's client work includes the Fund for Public Health New York, Medair, National Safety Council, Texas Department of Transportation, Texas Health and Human Services Commission, Capital Metropolitan Transportation Authority, Texas Long-Term Care Partnership, Baylor Medical Center, Scott & White Healthcare, Texas Tech Health Sciences Center, American Heart Association, and The Academy of Medicine, Engineering & Science of Texas.

Rex has created identities and marketing materials for scores of health-focused and wellness organizations and campaigns, including the CHIP/Children's Medicaid program, SNAP, diabetes prevention, child abuse prevention, nutrition promotion, chronic disease prevention, traffic safety, and humanitarian aid. A key member of the creative team behind our work for the City of Austin's tobacco prevention initiative, Rex created the *Live Tobacco-Free Austin* brand identity.

Rex's portfolio also includes identities and marketing materials for Southwestern University and The University of Texas at Austin, as well as the identity and commemorative books for The University of Texas Commission of 125. His for-profit client roster includes Tivoli/IBM, Haggard Apparel, Mary Kay Cosmetics, Farah, Brinker International, Gatti's Pizza, and Fuddruckers.

Rex has won numerous regional and national awards, including New York Art Directors Show, Los Angeles Art Directors Show, and AR100. In 2015, the AIGA named Rex a fellow in honor of his lifetime achievement in design excellence. He has been named as a Design Master and recognized as a "Who's Who" in graphic design by *Graphis*, the premier international publisher of visual communication, and is a recipient of a Golden Egg, the highest honor of the largest professional club in the U.S., the Dallas Society of Visual Communications. Rex has been featured in the industry's top publications, including *Communication Arts* and *Print*. His work is in the permanent collection of the Library of Congress and New York's Poster House Museum.



Tom Grodek
Art Director

2015–Present	<i>Art Director, Sherry Matthews Group</i>
2014–2015	<i>Freelance Designer/Illustrator</i>
2012–2014	<i>Senior Art Director, Door Number 3</i>
2007–2012	<i>Production Artist, Sherry Matthews Group</i>
2006–2007	<i>Production Artist, Cartis Group</i>
2004–2005	<i>Graphic Editor, INM Crystal</i>
2004	<i>Savannah College of Art and Design/Bachelor of Fine Arts in Illustration, magna cum laude.</i>

Tom plays a key role creating a broad range of materials across the agency's client roster, now as an art director and originally as a production artist. His background in illustration has influenced his love of storytelling through all forms of media, and his diverse skills are put to use in virtually every part of the creative process, from concept to fruition. Tom credits his Navy dad for his scrupulous attention to detail and impeccable work ethic.

Tom creates everything from billboards to animated videos for a range of Sherry Matthews Group's clients. He has designed and illustrated an array of print pieces, digital ads, and displays for the Office of Sustainability, Austin Resource Recovery, and the *Live Tobacco-Free Austin* campaign.

Tom's talent and speedy delivery of top-notch creative work earned him a 2008 Best Illustrator nomination from the Austin Advertising Federation. His accolades include numerous ADDY Awards, a prestigious Best in Show-Interactive ADDY Award in 2011, and a Webby Honoree award for his web animation work in 2013.



Matt Mowat
Creative Director

2016–Present	<i>Creative Director, Sherry Matthews Group</i>
2011–2016	<i>Freelance Creative Director</i>
2007–2010	<i>Owner and Creative Director, Hammer & Tongs, Inc.</i>
2006–2007	<i>Director of Photography, Wired</i>
2002–2006	<i>Creative Director, GSD&M</i>
2001–2002	<i>Associate Creative Director, McCann SF</i>
2001–2002	<i>Associate Creative Director, Publicis & Hal Riney</i>
2000–2001	<i>Associate Creative Director, Goldberg Moser O'Neill</i>
1996–2000	<i>Senior Art Director, Goldberg Moser O'Neill</i>
1994–1996	<i>Art Director, GSD&M</i>
1993–1994	<i>Art Director, Gouchenour Advertising</i>
1991–1993	<i>Art Director, Griswold Advertising</i>
1990–1991	<i>Freelance Art Director</i>
1989–1990	<i>Designer, T.S. Jenkins</i>
1989	<i>Bachelor of Fine Arts, Specialization in Graphic Design/Bowling Green State University</i>

Matt’s talent for conceiving, cultivating, and executing big ideas has made him one of the industry’s most respected art directors. He’s a master at using all forms of media to motivate virtually any audience.

Following a long career at agencies in the Midwest, California, and Texas, Matt joined the staff of Sherry Matthews after proving his value on freelance assignments for our firm. His work has contributed to the success of campaigns for the New York City Department of Health and Mental Hygiene, Texas Department of Transportation, and Capital Metro.

Attention to detail and a knack for coming up with powerful creative are evident in Matt’s past work for some of the world’s largest brands, including KIA Motors, BMW, Dial, and Microsoft. He also spent time as director of photography at *Wired* magazine.

His industry awards include the One Show/New York Art Directors Club, ADDYs, features in *Communication Arts*, and the coveted Cannes Gold Lion.



José Marrero

Senior Vice President/Multicultural Marketing Director/Research Director

1996–Present	<i>Senior Vice President/Multicultural Marketing Director, Sherry Matthews Group</i>
1996–2012	<i>Founder/President, JAM Creative, Hispanic Services</i>
1995	<i>Lyndon B. Johnson School of Public Affairs/Master of Public Affairs</i>
1993	<i>Southwest Texas State University/Bachelor of Liberal Arts in Political Science, magna cum laude</i>

Born in Cuba, reared in Mexico City, and a Texan for more than 30 years, José has a diverse background that gives him a strong understanding of Hispanic markets across the state. He wears many hats at Sherry Matthews, including conducting strategic research for government and nonprofit clients. His portfolio includes creative conceiving, copywriting, and execution of original creative materials for print, radio, and television in both English and Spanish.

José has an award-winning track record with our state agency clients, and his success is not limited to Hispanic marketing. Because of their appeal across all markets, many of his campaigns originally created in Spanish have been converted into English.

As multicultural marketing director, he has developed the Hispanic strategy for many state agency public education campaigns, including the Texas Department of State Health Services, Public Utility Commission of Texas, Partnership for a Drug-Free Texas, Texas Diabetes Council, and the Texas Department of Transportation.

José handled all general market and Hispanic advertising for the Children's Health Insurance Program (CHIP), including the development of original and highly successful TV and radio campaigns. He also helped develop outreach strategies for CHIP and secured community partners for the program. He conducted research interviews and handled public relations events in Houston and the Rio Grande Valley to target Hispanic families eligible for CHIP. In this effort, he worked closely with chief brand officers and other partners across the state.

Private sector clients for whom José has developed campaigns include H-E-B Grocery, Time Warner Cable, Solo Serve, U.S. Cellular, AT&T Wireless, and Minute Maid.



Gabriel Escobar

Graphic Designer

2012–Present	<i>Graphic Designer, Sherry Matthews Group</i>
2012	<i>Junior Art Director, LatinWorks</i>
2011	<i>Freelance Designer, MTV Networks</i>
2011	<i>Design Intern, Men's Health</i>
2010	<i>Freelance Designer, ILO/AIDS</i>
2011	<i>Bachelor of Fine Arts in Art Direction, Pratt Institute</i>
2008	<i>Federal Certificate of Ability in Illustration, Geneva School of Applied Arts</i>

Gabriel was born in Geneva, Switzerland while his parents, who were American expatriates, were there working for the United Nations. While attending both private and public schools he acquired a multilingual, multicultural education and became fluent in English and French.

When Gabriel was 12 years old his family moved to Costa Rica, where he learned Spanish and began the pursuit of his passion—illustration. He returned to Switzerland in 2001 to study at the International School of Geneva and the Geneva School of Applied Arts. While pursuing his advertising degree, he designed for the International Labor Organization, MTV Networks, and *Men's Health*.

At Sherry Matthews, Gabriel applies his international experience to his design and art direction for Medair's collateral and website. He illustrated the *Bring It Austin* animated retailer education video and art directed the award-winning PSA for the Texas Department of Transportation's aggressive driving campaign. Other client work includes the *Don't mess with Texas* campaign and Texas Department of State Health Services programs such as Texas Home Visiting, Texas Health Steps, and the breastfeeding support initiative *From Day One*.

While at LatinWorks, a multicultural agency in Austin that specializes in Hispanic marketing, Gabriel worked for clients including Chevrolet and Kleenex.



Kyla Glucky
Production Artist

2015-Present	<i>Production Artist, Sherry Matthews Group</i>
2012-2015	<i>Interactive Designer Collective</i>
2011-2012	<i>Creative Artist, Sound Publishing</i>
2011	<i>Interactive Designer, Oneupweb</i>
2010-2011	<i>Marketing Digital Coordinator, BlueWare</i>
2009-2010	<i>Design Intern, The Walt Disney Company</i>
2010	<i>Full Sail University/Master of Fine Arts in Media Design</i>
2009	<i>Full Sail University/Bachelor of Science in Digital Arts and Design</i>

Kyla brings to the Sherry Matthews team experience in both digital and print design for media and marketing agencies. Her portfolio features work for clients including Samsung, Microsoft, Brooks, Pepsi, and a range of other Fortune 500 companies. At The Walt Disney Company, she collaborated with ESPN to create collateral for the network’s newly rebranded Wide World of Sports as well as other sporting events held at Disney World.

While working in the healthcare and publishing industries, Kyla helped craft marketing strategies and created campaign materials. Creativity isn’t her only strength, however; her technical standards are exacting, and she’s adept at managing simultaneous projects on tight deadlines while delivering top-notch quality.



Melissa Gorton

Production Artist

2014-present	<i>Production Artist, Sherry Matthews Group</i>
2011 - 2013	<i>Graphic Designer/Production Artist/G&M Design</i>
2008 - 2011	<i>Packaging Production Artist/GlaxoSmithKline</i>
2006 - 2008	<i>Graphic Designer/Carnegie Science Center</i>
2005 - 2006	<i>Visual Information Specialist (Contractor)/Government Accountability Office</i>
2005	<i>The Art Institute of Pittsburgh/Bachelor of Science in Graphic Design</i>

For Melissa, great design happens when form meets function. She brings a technical and meticulous approach to her role as a production artist, ensuring that the ideas the creative team dreams up are executed perfectly.

Melissa brings to the Sherry Matthews team experience in graphic design for nonprofit arts and sciences organizations including the Carnegie Science Center and the Pittsburgh Cultural Trust. As an in-house packaging production artist at GlaxoSmithKline, Melissa honed her expertise in both the prepress and digital environments.

In addition to art production, Melissa manages the agency's digital creative assets and creative resource library. Melissa's organization and sharp eye for detail ensure that all client work is executed at the highest level of quality.



John Brewster
Digital Strategist

2016–Present	<i>Digital Strategist, Sherry Matthews Group</i>
2010–2015	<i>Project Manager/Account Supervisor, Sherry Matthews Group</i>
2007–2010	<i>Account Manager, Q Interactive</i>
2006–2007	<i>Producer, Nogginaut Interactive</i>
2005–2006	<i>Video Production Assistant, Fig Media Incorporated</i>
2003–2005	<i>Assistant High School Ministry Director, Christ Community Church</i>
2010	<i>Graduate Work, University of Illinois at Chicago</i>
2002	<i>Moody Bible College/Bachelor of Arts in Education</i>

With a background in advertising, interactive technologies, event planning, and acting, John brings a diverse range of experience to the account team, and leads digital and social media strategy and content development for the agency's clients.

Previous client work at Sherry Matthews includes the Public Utility Commission of Texas's *Power To Save* campaign as well as City of Austin projects. For the City's *Live Tobacco-Free Austin* campaign, John oversaw design and development of the website and social media sites and managed the project's crowd-attracting Ashtrayler and other outreach activities. He also coordinated public awareness efforts and retailer outreach.

Prior to joining the agency, John served as an interactive producer, overseeing design and production of gaming installations at The Field Museum in Chicago, the National Corvette Museum, and the Oklahoma Hall of Fame. His video production experience includes public relations and corporate event videography as well as production assistance for Those Guys and KiwiMonkie Films.

John has 10 years of experience as an actor, performed in Chicago and New York City with TBS-TV, and was trained by Mike O'Brien and Michael McCarthy, a former writer for *Sesame Street* and *Saturday Night Live*. He currently co-hosts Backyard Story Night, the largest monthly storytelling event in Austin.



Sherry Smith

Communication Strategist/Writer

1984–Present	<i>Communication Strategist/Writer, Sherry Matthews Group</i>
1989–Present	<i>Sherry Smith Marketing Partner</i>
1984–1988	<i>Account Executive/Vice President, Sherry Matthews Group</i>
1982–1984	<i>Public Information Officer, Laguna Gloria Art Museum</i>
1980–1982	<i>Photography Curator/Administrator, Texas Women’s History Project</i>
1978	<i>The University of Texas at Austin, Master of Arts in English</i>
1975	<i>University of New Orleans/Bachelor of Arts in English, magna cum laude</i>

As both a team member and team leader, Sherry embraces both the macro and the micro — from supervising comprehensive marketing and advertising programs to writing a single brochure, from developing complete brand strategies to producing a single direct-mail piece, from planning a total public relations effort to mounting a solo media blitz.

As a writer, Sherry has been an important strategist in developing numerous successful marketing, advertising, and public relations campaigns for the Texas Department of State Health Services (Texas Health Steps, WIC, and the immunization program), CHIP/Children’s Medicaid, Texas Children’s Health Plan, St. David’s Community Health Foundation, TexHealth Coalition, Brackenridge Hospital, and Children’s Hospital of Austin as well as Partnership for a Drug-Free Texas, Capital Metropolitan Transportation Authority, the Texas Department of Transportation, and the Public Utility Commission of Texas.

In her multiple roles as marketing strategist, creative director, and writer, she has developed hundreds of creative materials for print, video, radio, and the web.

Sherry has served as a board member or in an advisory capacity for several nonprofit organizations, including the Breast Cancer Resource Center of Austin (cofounder), Women & Their Work, Deborah Hay Dance Company, Austin Museum of Art, The Art School at Laguna Gloria, and the Blanton Museum of Art.



Marilyn Carter

Creative Services Director

2011–Present	<i>Creative Services Director, Sherry Matthews Group</i>
2009–2011	<i>Principal, Marilyn Carter Marketing and Communications</i>
1987–2009	<i>Vice President of Marketing, Texas Monthly Magazine and texasmonthly.com</i>
1985–1987	<i>Marketing Manager, Austin Telepages</i>
1985	<i>The University of Texas at Austin/Bachelor of Journalism</i>

Marilyn has more than 30 years' experience in marketing, advertising, brand management, and public relations.

As vice president of marketing at *Texas Monthly* magazine, Marilyn directed strategy, creative services, public relations, brand development, events, and partnerships. She led a department that served as an in-house agency, creating multimedia campaigns for clients including Ford, Chevrolet, GMC, Cadillac, Wrangler, The State Fair of Texas, H-E-B Grocery, Patrón, Pace Picante, and others in the real estate, healthcare, education, retail, and tourism industries. Marilyn conceived and developed public and private partnerships, including Frost Bank's sponsorship of the Texas General Land Office's *Adopt-a-Map* program and the Texas Historical Commission's *Texas Heritage Trails* program. She also managed business development at the magazine, creating products for media sales teams in 10 offices worldwide that drove \$25 million in annual revenue.

After 22 years with *Texas Monthly* she launched her own marketing and communications practice, serving nonprofit, B2B, and B2C clients. She also served as executive director for a nonprofit client, the Rise Across Texas Foundation, directing marketing and operations to raise funds and awareness for the Rise Across Texas Challenge bike ride.

Marilyn has been a member of the Texas State University McCoy College of Business advisory board since 2004. She served on the board of the Texas Book Festival, founded by Laura Bush, from 2004-2010 and chaired its 15th anniversary campaign.

Marilyn manages all creative development, ensuring the right resources are put to each task.



Gwen Rice

Print Production Manager

2014-present	<i>Print Production Manager, Sherry Matthews Group</i>
2009-2013	<i>Marketing/Communications Manager, The Likeable Lawyer</i>
2002-2008	<i>Traffic/Studio Manager, fd2s, Inc.</i>
2000-2002	<i>Production Artist/Proofreader, The Olson Group</i>
1997-2014	<i>Freelancer, Project Management, Design, Production, Letterpress Printing</i>
1993-1997	<i>Production Artist/Content Editor, Go Media, Inc. (and as acquired by Excite, Inc.)</i>
1987	<i>South Dakota State University/Bachelor of Arts in Journalism</i>

Gwen’s depth of experience in advertising and communications comes into play every day in managing all print production projects for Sherry Matthews clients.

In her more than 25 years in the industry, she has filled every role from junior production artist to sole proprietor, and she knows the right questions to ask. Her attention to detail and keen eye for typos means that every job going out the door gets one last careful look. Gwen is committed to building and maintaining relationships while driving a hard bargain, ensuring that clients get the best deals possible.

Gwen has worked with diverse clients ranging from The University of Texas at Austin to Whole Foods Market to aircraft manufacturer Embraer International. She’s always willing to roll up her sleeves and learn the new skills that any project requires. Her passion for all things printed extends past commercial ventures—in her free time she experiments with letterpress printing on a vintage Chandler & Price platen press.



Karen Purcell
Executive Vice President/Director of Media and Operations

1984–Present	Executive Vice President/Director of Media and Operations, Sherry Matthews Group
1983–1984	Sales Account Manager, KASE/KVET Radio
1980–1983	Media Director, Ray Hall Advertising Agency
1980	The University of Texas at Austin

Karen has been the agency’s media director since 1984, overseeing the placement of all paid media for dozens of government and public education and awareness campaigns.

A former sales representative for a top Texas radio station, Karen has background in both the agency and media sides of advertising that gives her an inside advantage. Her innovative promotional DJ programming on radio stations across the country has earned her accolades from clients as well as the broadcast industry.

Karen has established a strong network of professional relationships in both print and broadcast that add value to every media strategy. She introduced the one-to-one spot match media buy, and because of this innovative approach to PSA placement, our clients have been awarded millions of dollars in free airtime.

Karen has been instrumental in developing state-of-the-art tracking systems to effectively and accurately measure PSA and public relations programs. She has distinguished herself by her ability to formulate and clearly communicate media and marketing goals, perform within budget limitations, and procure substantial compensation for clients if predicted or guaranteed goals were not met by the media.



Kevin Collins
Digital Media Director

2008–Present	<i>Digital Media Director, Sherry Matthews Group</i>
2006–2008	<i>Associate Media Director, GSD&M's Idea City</i>
2001–2006	<i>Associate Media Director, General Motors Planworks (Starcom MediVest Group)</i>
2000–2001	<i>Associate Media Director, Campbell Ewald Advertising</i>
1997–2000	<i>Group Media Supervisor, Doner Advertising</i>
1993–1997	<i>Media Planner/Buyer, MARC Advertising</i>
1993	<i>Youngstown State University/Bachelor of Science Business Administration in Advertising and Public Relations, minors in Management and Economics</i>

Kevin plans and implements digital campaigns for all agency clients, developing media strategies that effectively reach the right audiences, leverage his media relationships, and secure the best value.

His media planning and online expertise was honed at some of the nation's largest agencies, including Campbell Ewald, Starcom/MediaVest, Doner, and GSD&M, where he developed successful campaigns for such companies as General Motors, BMW of North America, PPG Industries, Stanley Steemer, and US Cellular.

Much of Kevin's success is attributed to his experience with many forms of media, including pre-roll video, web banners, paid search advertising, social media, and mobile device ads, as well as his ability to develop and cultivate close working relationships with media vendors.



Robert Nash
Public Relations Director

2001–Present	<i>Public Relations Director, Sherry Matthews Group</i>
1999–2000	<i>Account Director, Phase 2 Strategies</i>
1997–1998	<i>Public Relations Director, Sherry Matthews Group</i>
1995–1997	<i>Public Relations Director, Texas Federation of Teachers</i>
1990	<i>The University of Texas at Austin/Bachelor of Arts in Speech Communications</i>

Robert brings years of media relations and public education marketing experience to the team. His striking, media-grabbing special events for transportation, health, and environmental campaigns for our government clients have won national awards and generated global media coverage. His high-tech work promoting global technology leaders, such as LogiTech and Polycom, honed his skills in new media and won accolades from the nation’s top public relations publications.

Under Robert’s leadership during our agency’s first year of managing the Partnership for a Drug-Free Texas, the program was so successful that it was one of only four from across the country to be featured at the national Partnership’s annual conference in New York. He oversaw PR events and media pitching for the City of Austin’s *Live Tobacco-Free Austin* campaign, which generated nearly \$1 million in earned media in its first six months, and he’s been the mastermind behind 15 years of creative special events and PR strategies that have earned media coverage for the Texas Department of Transportation valued in excess of \$50 million.

Robert’s unique talents in media placement, crisis management, and marketing have also enabled him to generate millions of dollars in free media through such venues as *NBC Nightly News*, NPR’s *All Things Considered*, CNN, *The Today Show*, CBS Radio Network, *The New York Times*, and *USA Today*.



Adrienne Dealy

Media Relations Supervisor

2004–Present	<i>Media Relations Supervisor, Sherry Matthews Group</i>
2002–2011	<i>Senior Communications Specialist, Macro International</i>
2001–2002	<i>Outreach Coordinator, Children's Health Insurance Program, Texas Health and Human Services Commission</i>
1997–2001	<i>Social Marketing Coordinator, Pinellas County Health Department</i>
1996–Present	<i>Freelance Marketing Professional</i>
1993–1996	<i>Marketing Manager/Brand Manager, Celis Brewery/Miller Brewing Company</i>
1990	<i>Charter Oak State College/Bachelor of Science in Education</i>

Adrienne brings more than 25 years of social marketing, health communications, and public relations experience to support clients in achieving their objectives. She consults on marketing and public relations topics such as branding, strategic planning, spokesperson training, special events, online communications campaigns, press conferences, and media relations. Adrienne's expertise also includes training practitioners and developing workshops, communiqués, and written materials to support the execution of successful communications campaigns.

Adrienne has served as an expert consultant and trainer for a range of federal clients, including the Centers for Disease Control and Prevention's Injury Center and the Departments of Health and Human Services, Education, and Defense. Her recent work with the international nonprofit organization Opportunity International involved supporting bank openings in the Democratic Republic of the Congo, conducting interviews with representatives from Credit Suisse and the Bill and Melinda Gates Foundation, and working with mommy blogs across the world to support women's empowerment through access to financial services.

Through her work in Texas, Adrienne provides and executes high-level public relations and marketing strategies for nonprofit clients such as Mothers Against Drunk Driving as well as government agencies including the City of Austin; Texas Health and Human Services Commission; and the Texas Departments of Public Safety, Insurance, Education, and Transportation. Some recent campaigns include DC/Baltimore Clean Air Partners; *Bring It Austin*; *Live Tobacco-Free Austin*; *Drive Clean Texas*; *Drink. Drive. Go to Jail.*; and *Click It or Ticket*.

Adrienne ensures that details for every PR event and initiative—no matter how out of the ordinary—are well executed.



Jeff Salzgeber

Media Relations Manager

2005–Present	<i>Media Relations Manager, Sherry Matthews Group</i>
2004–2005	<i>Senior Media Consultant, GCI Read-Poland</i>
1994–2004	<i>Reporter, Senior Assignment Editor, CNN</i>
1994	<i>Indiana University/Bachelor of Arts in English and Telecommunications</i>

Award-winning journalist Jeff Salzgeber has more than 20 years' experience in broadcast news and public relations. He spent more than a decade with CNN as a correspondent, producer, and senior assignment editor responsible for coordinating its 11 domestic news bureaus and 900+ local television affiliates. Jeff and his team won an Emmy for the network's 9/11 coverage.

An accomplished PR practitioner, Jeff has leveraged his local and national media contacts and yielded exceptional results for clients including the Centers for Disease Control and Prevention's Office on Smoking & Health, the Texas Department of Transportation, Capital Metropolitan Transportation Authority, City of Austin, Texas Transportation Institute, Johnson & Johnson, Lowe's, Radio Shack, and British Airways.

Jeff is responsible for developing public relations strategies, securing media coverage, and managing media interview opportunities.



F. QUALITY OF GRAPHIC DESIGN AND CREATIVE DESIGN PROJECTS

Provide project examples in varying scope and size to demonstrate creativity and design experience. Proposer may use items that are highlighted in the scope of work as examples of projects that are relevant to the Office of Sustainability.

Sherry Matthews Group's commitment to quality is reflected in every service we provide our clients, but it is perhaps no better reflected than in our creative portfolio. Our creative directors and strategists not only conceive creative executions that stand out and grab attention, but also take into account the target audience, the message, the medium, other campaign pieces, and branding to ensure consistency across campaigns.

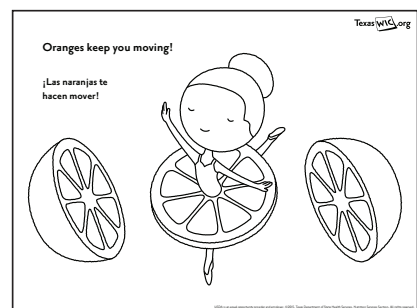
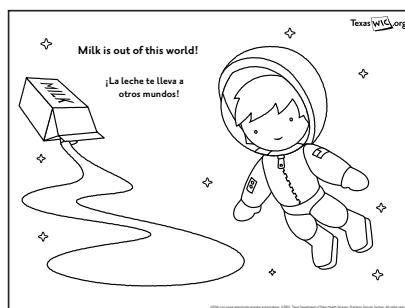
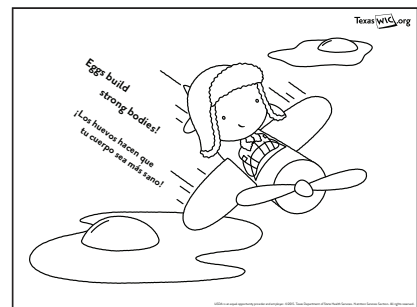
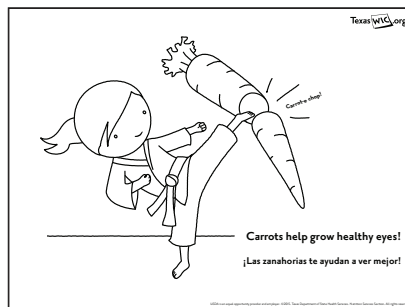
The creative samples in this section represent not just the deep bench of talent we have in our creative department. They also reflect the skills and experience of our strategic thinkers on the account side, the incisive audience insights of our media team, and the originality of our outreach and public relations experts.

Scope of Work 3.1.1. Graphic design, including high quality artwork, layout, and illustration capabilities.

Images—which can be photos, illustrations, or even an interesting type treatment—are known to typically be the first aspect of a marketing piece to which audiences respond—or don't respond—making the quality and creativity of graphic design a key to success. While our graphic designs have won scores of creative industry awards, we are proudest to say they have won attention and positive response from target audiences.



Signage for Seaholm EcoDistrict Kiosks



WIC First Birthday Party Kit



Case Study: Health and Human Services Commission (HHSC) *Your Texas Benefits* Campaign

HHSC processes 150,000 to 200,000 Supplemental Nutrition Assistance Program (SNAP) paper applications a month. Our charge for this project: create, produce, and implement an awareness campaign that educates the public about the new ability to apply and manage their accounts online for SNAP food benefits, Medicaid and CHIP, and other programs.

Campaign Components

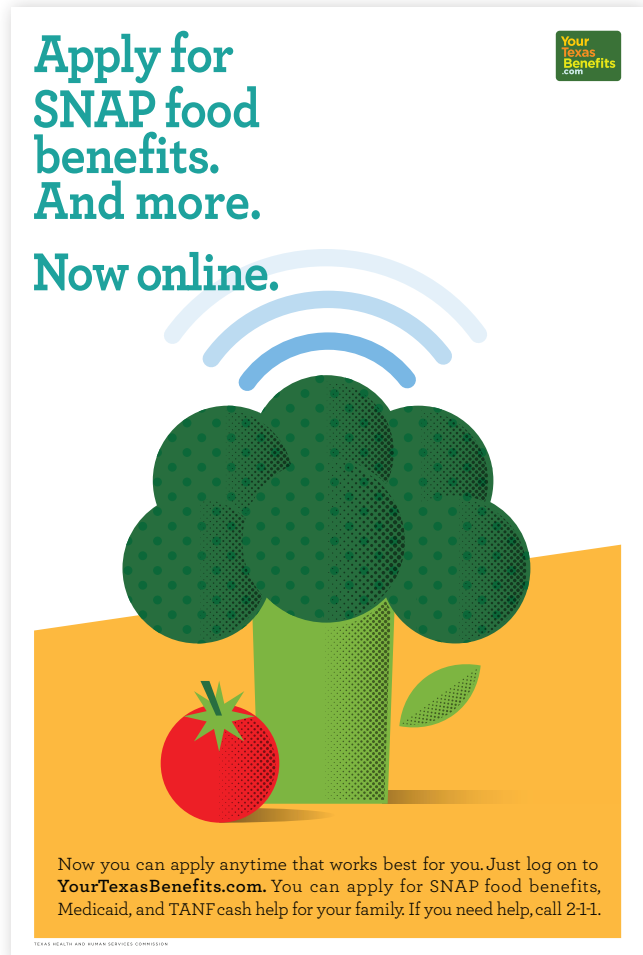
We sought to make the shift from paper to online immediately clear, so our campaign strategy made “online” the star in the campaign graphics and messaging. SNAP, the primary program, was the main focus of our “manage your benefits online” strategy. We combined vibrant and bold fruit and vegetable illustrations with recognizable computer and internet components.

These graphics, illustrated in-house, included a watermelon representing a computer with seeds as the keyboard, an orange with an ethernet cable plugged into it, and a broccoli stalk with a wireless internet signal hovering above it. All of these captivating illustrations helped to brand the new online feature. The simple, contemporary design elements reinforced the idea that the process is new, modern, and easy to use and that the program application is manageable.

- Our branded outreach materials included brochures, push cards, posters, wallet cards, stickers, and mouse pads.
- These items were distributed to community partners statewide and HHSC benefits offices located in cities and towns across Texas.
- We created an engaging online video tutorial to educate potential community partners and to encourage them to join the State’s new community partner program.

Results

Within the first year of the campaign launch, 52 percent of benefit applications were made online. Campaign posters received ADDY Awards for design excellence.



Poster



Mouse Pad

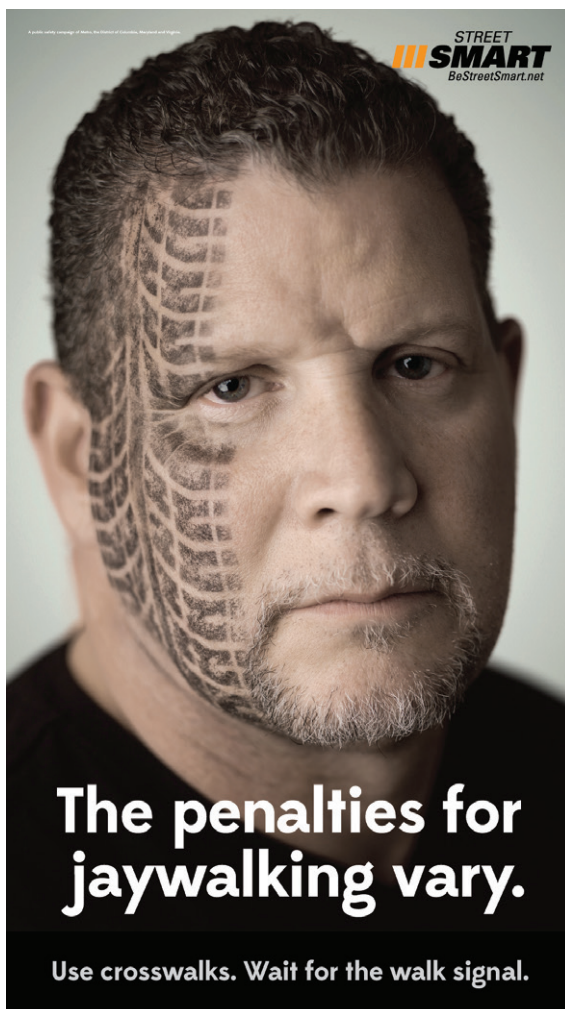


Case Study: Metropolitan Washington Council of Governments, *Street Smart* Pedestrian and Bicycle Safety Campaign

The Metropolitan Washington Council of Governments hired us to create a new campaign to increase public awareness of pedestrian and bicycle safety issues and help reduce injuries and deaths in the Washington, DC area. Our campaign encourages people on the streets—whether on foot, on a bike, or behind the wheel—to do their part for safety by sharing the road considerately and obeying traffic safety laws. Our *Tired Faces* campaign, which features dramatic images of people with tire treads on their faces, emphasizes the vulnerability of the human body compared to the two-ton metal machines pedestrians and bicyclists might encounter on the street.

Results

- More than 180 news stories valued at nearly \$1 million.
- 45 percent increase in awareness of police enforcement of pedestrian safety laws.
- 44 percent increase in *Street Smart* campaign awareness.
- Campaign expansion to cities in Massachusetts, New Jersey, Florida, Hawaii, California, and the U.K.



Posters/Bus Stop Signage



Scope of Work 3.1.2. Public relations and earned media consulting.

Sherry Matthews Group has executed public relations efforts including launch events, media tours and pitching, and communications planning for campaigns big and small.

Texas Click It or Ticket

Since 2002, our *Click It or Ticket* campaign for the Texas Department of Transportation has educated drivers and passengers about the importance of using their seat belts and raised awareness of being ticketed for not buckling up. Our media launch for the 2018 campaign was held at the State Capitol. We collected and painted 929 pairs of shoes white to represent the number of unbelted traffic fatalities in 2017. The rows of ghostly shoes served as the arresting visual for the media launch.



The parents of Kailee Mills speak at the 2018 Click It or Ticket launch event.

This year's earned media efforts on behalf of the campaign generated more than \$25 million in PR value. The story of the campaign, which included as spokespeople the parents of a Texas teenager recently killed in a traffic crash, ran nationally and internationally in the UK, Australia, and 31 other countries.

Metropolitan Council (Washington, DC/Baltimore) Clean Air Partners



Maryland Environment Secretary Ben Grumbles

Since earlier this year, the Sherry Matthews team has been at work revitalizing the Clean Air Partners brand and streamlining messages with new, memorable creative and media executions. With the project's limited dollars for paid advertising, landing extensive news coverage is a critical part of relaying air quality information to a larger public audience. We launched the campaign on the first day of summer, before the height of ozone season, with a highly visible press conference on Federal Hill overlooking the Inner Harbor and Baltimore skyline.

We also conducted a targeted media tour to extend news coverage throughout the summer ozone season. The result was more than 20 local news stories, including coverage in the *Baltimore Sun* and on local NBC, CBS, and FOX affiliates.



Scope of Work 3.1.3. Marketing consulting for collateral and campaign approaches, including community-focused strategies and incorporation of features that provide metrics of effectiveness.

Many of the campaigns we've produced have had a strong community outreach focus, providing tools to grassroots organizations and building community support. We broke national records and enrolled more than 425,000 eligible children when launching the state's CHIP campaign, in part through collaboration with community-based organizations across the state. We've provided WIC clinics across Texas with toolkits to help them encourage breastfeeding. And we created a public awareness and outreach campaign featuring popular local musicians to inform Austinites about the merits of Capital Metro's long-range transit plan ahead of the successful 2004 light rail referendum.

In collaboration with a client, our process of creating public education campaigns and materials begins with determining the campaign goals and the target audience(s). From there our work typically follows these phases:

- Information discovery, including reviewing existing research and conducting new research when the budget permits.
- Overarching strategy and individual strategies for messaging, creative, media buying, outreach, and media relations, when appropriate.
- Development of concepts and plans in response to the set strategies.
- Securing client feedback.
- Development and execution of final creative and other components.
- Implementation through outreach activities and media relations, media buying, and website maintenance.
- Account management throughout the campaign.
- Monitoring and measurement of results.



Every Ounce Counts Campaign Toolkit



Case Study: Texas Parks and Wildlife Department, Invasive Species Awareness Campaigns

Aquatic species invading Texas have had a devastating effect on the state's natural resources. Our charge: create species-focused campaigns to educate Texans—especially those who enjoy the state's lakes for recreation—about the problem and motivate them to help prevent the spread of invasives.

Campaign Components

In the past eight years we've developed and implemented two species-focused campaigns. The first featured giant salvinia, one of the most dangerous invasive aquatic plants in Texas. Our public education campaign used geo-targeting to reach Texas boaters and anglers. Components included an umbrella invasives campaign website, TV, radio, online banners, outdoor, gas station pumptoppers, print collateral, and custom lake buoys.

Our second, multi-year campaign focused on zebra mussels, a freshwater species that multiplies rapidly and causes tremendous environmental and economic damage. This campaign geo-targets areas of the state where the mussels have infested Texas waters and threaten additional lakes. Components have included out-of-home and online paid media, radio PSAs, postcards mailed to registered boaters, marina signage, ice chest wrappers, oversized stencils on boat ramps, custom buoys, and web page design for TexasInvasives.org.



Campaign Website



Texas Parks & Wildlife Fish Measuring Sticker for Cooler

Results

- We generated nearly 30 million impressions for the salvinia campaign in a four-week period on a limited budget.
- Surveys of boaters in the targeted areas showed a 5 percent increase in awareness of giant salvinia, a statistically significant rise.
- For zebra mussels campaigns, we've generated 50 million to 73 million impressions annually through targeted digital, out-of-home, and radio media buys and installed nearly 200 attention-grabbing boat ramp stencils to remind boaters to clean, drain, and dry their boats and gear as they leave the lake.
- Our public education campaigns have achieved zebra mussels awareness levels reaching 90 percent around targeted North Texas lakes and 60 to 70 percent in Central Texas, where zebra mussels threaten to infest new lakes.

Scope of Work 3.1.4. Design, layout, and production of marketing collateral to include both general templates and specific custom pieces. These may include but are not limited to: PowerPoint slide decks, online and print brochures, flyers, reports, direct mail pieces, and invitations.

Although the word “collateral” can denote something subordinate or secondary, collateral materials are sometimes the only medium audiences will see of a campaign’s message. While they are used to support and reinforce a media advertising campaign, materials such as brochures, flyers, posters, postcards, and displays must be able to convey a campaign message on their own.

Because we have different clients who need to reach diverse target audiences, Sherry Matthews Group has no signature graphic design look. However, quality and creativity are imprinted on every project we do. That is true whether we are designing outdoor boards that will be seen by millions of drivers or brochures and fact sheets targeted to much smaller audiences.



General Templates and Annual Reports. We regularly design flexible, polished PowerPoint, email, newsletter, brochure, and report templates for clients. Our capabilities for producing annual reports that range from simple to complex include copywriting, layout, graphics, photography, image retouching, and production oversight.

Case Study: Building Healthy Communities

Led by the Mayor's Office of Strategic Partnerships and the Fund for Public Health in New York City, Building Healthy Communities is a public-private initiative created to improve health outcomes in 12 underserved NYC neighborhoods. Its goals are to increase access to fresh food, improve opportunities for physical activity, and promote safe and vibrant public spaces. Our work included developing a logo, neighborhood program template, and launch event strategy.

We designed the logomark and logotype as a single unit to make it adaptable for use with the program's varied partner logos:



The neighborhood program template was created to accommodate varying content lengths and types of graphic images that describe the range of neighborhood-based programs. It was built in MS Word to allow staff to produce newsletters in-house and convert to PDFs for electronic transmission and/or printed sheets.





Direct Marketing Projects. We're equipped to provide turnkey services including design and execution, print bidding and management, targeted mailing list acquisition, mail house vendor contracting and coordination, and HTML emails. Below is a selection of direct marketing creative.

Help your child have a healthy smile.




Your child had a limited dental evaluation at school today. During this evaluation, a dentist checked for problems with your child's teeth and mouth. This evaluation does not take the place of regular dental checkups. Keep taking your child to the dentist for twice-a-year checkups and treatment.

For more information and resources on dental services and health insurance coverage:


- Call 2-1-1 or visit 211.org.
- Visit www.dshs.state.tx.us/low-cost-dental-services.



Texas Health Steps Campaign Postcard



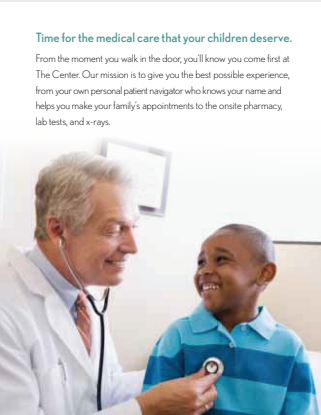
Health care on your schedule.




A new approach to health care that puts your family at the center of care.

Time for the medical care that your children deserve.

From the moment you walk in the door, you'll know you come first at The Center. Our mission is to give you the best possible experience, from your own personal patient navigator who knows your name and helps you make your family's appointments to the onsite pharmacy, lab tests, and x-rays.






Less waiting. And more time caring for you and your family.

Our doctors aren't worried about the number of patients they see each day. That means they are able to take their time and listen to you and your children. Our team of doctors and experienced support staff work together to make sure you get better care.

What can you get at The Center?



Your time is important. We're here for you every day from 7 a.m. to 11 p.m.

That's why we made The Center as convenient as possible, with everything you need in one place.

Texas Children's Health Plan Mailer

HELP SAVE THIS PREHISTORIC TEXAN.

When you see an American paddlefish, you're looking at a creature older than dinosaurs.

The oldest surviving fish species in North America, paddlefish have lived in the Caddo Lake watershed—as well as other rivers and bayous of the Mississippi River Basin—for more than 300 million years. But you'll rarely find them in Texas rivers anymore.

Once common in this area, these prehistoric fish began to disappear after changes were made to the watershed, including construction of the Lake O' The Pines dam in 1959.

You can help bring them back.



Caddo Lake Brochure



Maps. For our transportation clients, we've produced maps that show drivers where to get on and off toll roads, help commuters use public transit, and illustrate how new transportation options can improve how all of us get around town.



KEY FEATURES

The first leg of the proposed Urban Rail plan would connect East Riverside Drive through Austin's downtown area to the ACC Highland redevelopment area.

A 9.5-mile line with connections to MetroRail and Metrobus service

10 stations with real-time tracking and digital signage at major destinations

4 park & ride at key locations to offer travel alternatives to I-35 and other high-traffic roads

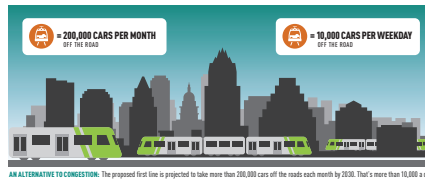
Operation in mostly dedicated lanes (separated from regular traffic) to provide more reliable service

Trains arriving every 10 minutes or less during rush hour and every 15 minutes or less the rest of the day and on weekends

An estimated 16,000-20,000 people carried per day

Future expansion opportunities to other parts of Austin

PROPOSED FIRST LINE OF URBAN RAIL



The Facts

- Austin is the 4th most congested metro area in North America and the 11th most congested metro area in North America and Europe.
- The five-county region of Central Texas is growing by 110 people a day and the regional population is estimated to be 3.25 million in 2035.
- A rush-hour trip in Austin takes 32% longer compared to free-flowing traffic.
- 147,000 people commute into Austin on a daily basis, adding 19.2% to the city's daytime population.
- Traffic congestion in Austin is worse than cities with greater populations, including New York City, Chicago, Houston, Philadelphia, San Antonio, San Diego, Dallas and San Jose.

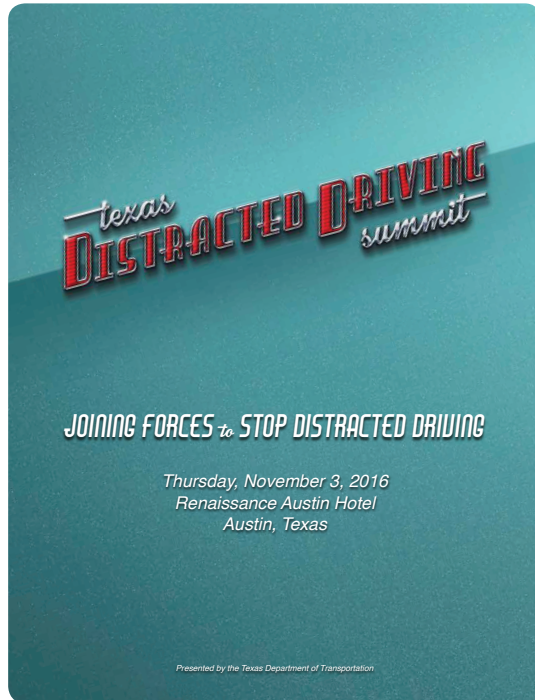


For more information or to give input:
visit projectconnect.com or
email us at info@projectconnect.com
Get Involved:
Project Connect
Connect_CanTex

Project Connect Z-Fold Map Brochure



Meeting Organization and Materials. Our experience in this capacity includes the organization of summits, town halls, and other types of meetings and events for state and local clients. Many such engagements have required creative concepts and designs for invitations, registration websites, programs and agendas, on-site signage, presentation slides, nametags, promotional items, and more.



Meeting Program

Case Study: National Safety Council, Employer Traffic Safety Program

Motor vehicle crashes are the number one cause of on- and off-the-job accidental deaths in the United States. The National Safety Council wants small and large businesses to develop and enforce company policies to help their employees become safer drivers. Our charge: develop a driver safety campaign under the umbrella *Our Driving Concern* to deliver an assortment of tools for business owners and safety officials to use across multiple channels to counter dangerous behaviors behind the wheel.

Campaign Components

We focused campaign messaging on the unsafe driving behaviors that cost companies millions of dollars every year: failure to always buckle up, drunk and aggressive driving, and distractions, especially talking on cell phones and texting while driving.

Posters, flyers, sample policies, and fact sheets initially delivered through a summer-long direct mail campaign can now be found on the campaign website packaged as an employer toolkit. We also gave employees a reason to visit txdrivingconcern.org by offering them a chance to upload a photo and print a playful customized paper vehicle featuring themselves as one of four drivers: Social Sam, Careless Carl, Babbling Betsy, and Daredevil Dan.



National Safety Council Employer Toolkit

Results

- Educational materials were distributed to 3,500 Texas employers.
- The campaign website draws more than 32,000 visitors every year.
- Nearly 4,000 companies have signed up to receive regular updates and new materials on traffic safety issues.

Scope of Work 3.1.5. Large-format posters, exhibition/tradeshow graphics, and signage/banners suitable for display at specific public outreach and educational events.

Orchestrating outreach events to engage one-on-one with the public and to generate media attention is one of our trademark capabilities. We're expert at using imaginative props and eye-catching graphics to grab attention, communicate a message, and tell a story. We have also developed trade show and event booths for health and transportation clients—from banner stands to tents, backdrops, tablecloths, print collateral, and engagement activities.

Case Study: Austin/Travis County Health and Human Services, **Live Tobacco-Free Austin**

Tobacco use causes more deaths than AIDS, crack, heroin, cocaine, alcohol, car accidents, fire, suicide, and murder combined. Our charge: create a public education campaign to raise awareness of the dangers of secondhand smoke and promote the benefits of making Austin's public spaces tobacco-free.

Campaign Components

In addition to deploying broadcast and digital advertising, PR, and social media, we developed and executed a number of public education and outreach events to engage with the Austin community on multiple levels. The star at the events was our Ashtrayler, a vintage Airstream trailer that we covered in thousands of ashtrays that visitors signed, pledging to stay tobacco-free or inspiring a loved one to quit smoking.



Mobile Airstream Covered in Ashtrays

We also produced large posters for guerrilla marketing placements during downtown events, temporary signage for parks when burn bans were in effect, and permanent tobacco-free signage for city properties, parks, and local universities.

Results

- By the campaign's end, all Austin city parks were designated smoke-free, and dozens of local businesses and organizations had gone tobacco-free.
- The Ashtrayler was stationed at almost 50 special events, reaching more than half a million people.
- Thousands signed the Ashtrayler in person or virtually online in support of living tobacco-free.
- The campaign generated nearly \$1 million in earned media in its first six months.



Parks Signage



Case Study: Texas Department of Transportation, *DWI Not So Fun House* Event Marketing Promotion

Reaching young adults with the “don’t drink and drive” message while they are actually out drinking with friends is a huge challenge. Our solution was to create an attention-getting, interactive, and fun event promotion that drew crowds from our target audience of 18- to 34-year-olds and generated extensive media attention.

We designed and fabricated a vintage carnival-themed *DWI Not So Fun House* and stationed it at entertainment districts and festivals in cities across the state. The colorful, unexpected mobile fun house attracted thousands of curious onlookers in the campaign’s target audience. Attention turned into engagement as visitors played the fun house’s carnival games—softball toss, “Wheel of Misfortune,” basketball shoot, and drunk driving simulator.

Results

- The *Not So Fun House* was a hit with festivalgoers in each city it visited.
- Media outlets got into the action, resulting in hundreds of television news reports, newspaper articles, and online stories and videos, generating \$2.5 million in earned media value.
- TxDOT received requests from law enforcement partners, community groups, and MADD for the *Not So Fun House* to make extra appearances.
- Paid digital media and social media support extended the reach of the promotion.



DWI Not So Fun House



Scope of Work 3.1.6. Promotional items and branded merchandise.

We believe giveaway items developed for campaign promotion should be more than “gimmees” and tchotchkes. They have a purpose that might be, for example, to remind audiences of the campaign message at the optimum place and time or to serve as a tool to help audiences act upon that message.



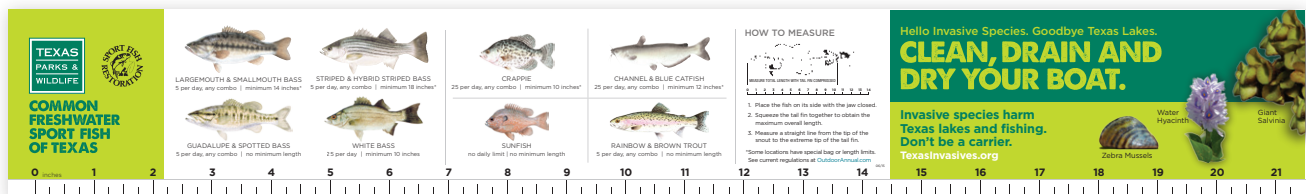
Bar Coasters



Bring It Austin Reusable Bag



Drive Clean Texas Tire Gauge



Texas Parks & Wildlife Fishing Ruler



Scope of Work 3.1.7. Advertising, design of print and digital ads, and consultation on media buys.

Print. Messaging and design of print ads must stand out in the crowded environment of editorial and advertising content in newspapers and magazines. We ensure our ads stand out with strong visuals and messaging that captures the target audience's attention, communicates the audience benefit, and ends with a strong call to action.



We're putting
down new roots in
West Houston.

We've planted the seeds for our first children's hospital outside the Texas Medical Center. Designed, equipped and staffed to exclusively treat children, Texas Children's Hospital West Campus will offer the highest level of care in a family-centered environment, including the only pediatric emergency room in greater West Houston. While our address is new, our roots as Houston's premier children's health care provider run more than five decades deep. Soon our unsurpassed quality of patient care will be thriving in your neighborhood.

Opening 2010 at I-10 and Barker Cypress
westcampus.texaschildrens.org



We're always
breaking new ground.
This time near you.

We're breaking ground on our first pediatric hospital outside the Texas Medical Center. Conveniently located in West Houston at I-10 and Barker Cypress, our new campus will bring world-class services to your community. For more than 50 years, you've known us as groundbreaking leaders in children's health care. Soon your family will experience our innovative facilities, care and treatment on familiar turf.

Discover more online at westcampus.texaschildrens.org.




**RIDE THE 'DILLO ON
FIRST THURSDAYS FREE.**

Enjoy South Congress "First Thursdays" each month and leave parking and traffic worries behind. Take the CHARGE 'DILLO every ten minutes from 6:30 to 11:00 PM for free. Park at the Austin American-Statesman lot, hop on in front of the Embassy Suites and hop off at any SoCo 'Dillo stop along the way.

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METRO**

GO-LINE 474-1200 | www.cpmetro.org




Protect Texas' outdoors. For your kids.
For your kids' kids.

*Our most precious resources
cannot protect themselves.*

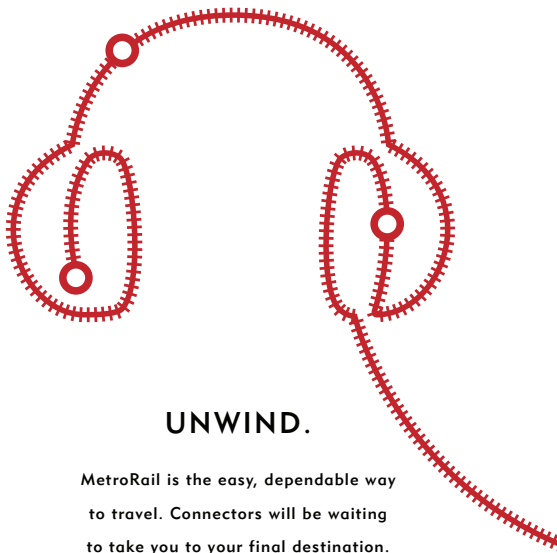
For more than 40 years, Texas Conservation Alliance has protected Texas' wildlife and natural habitats.

Texas' wildlife needs *your* help. Please support local conservation groups with your time and money.

www.TCATexas.org






Print Ads



UNWIND.

MetroRail is the easy, dependable way to travel. Connectors will be waiting to take you to your final destination.

Follow us!  


Your time. Your ride.  **METRO***RAIL*
www.capmetro.org/metrorail



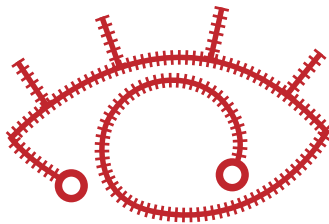
UT STUDENTS AND FACULTY RIDE FREE.

MetroRail is the easy, dependable way to travel.
Connectors at the MLK station will take you right to UT.

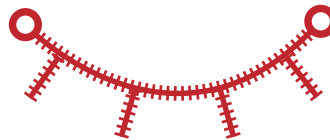
Follow us!  

Your time. Your ride.  **METRO***RAIL*
www.capmetro.org/metrorail


Follow us!  



STUDY.



SLEEP.

MetroRail is the easy, dependable way to get to UT. Your time. Your ride.  **METRO***RAIL*
www.capmetro.org/metrorail

Capital Metro Print Ads



Good food. Good move.

Check out YourTexasBenefits.com for:

- Budget-friendly recipes.
- Family activity ideas.
- Easy, delicious meal plans.
- Activities in your area.
- Cooking videos.

Sign up for healthy tips.
Text TXSNAP to 468311.



TEXAS HEALTH AND HUMAN SERVICES COMMISSION



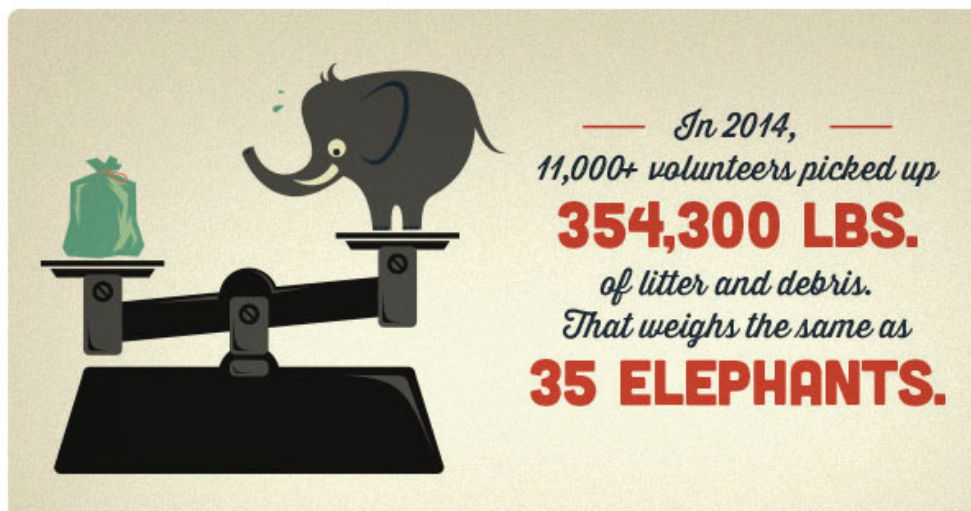
YTB-GFOMP-0815

Information Card

90,000 PROGRAMS WORLDWIDE

Other participating countries include:

**CANADA + MEXICO + JAPAN + AUSTRALIA
NEW ZEALAND + GREAT BRITAIN + IRELAND**



Don't mess with Texas *Infographics*



Digital. We create online and mobile advertising to deliver on their simple but important purpose of drawing the target audience's attention and motivating them to click through to a website, watch a video, take a quiz, or otherwise engage with a campaign. For digital advertising, the work doesn't begin and end with just the design. Our creative team works hand-in-hand with our digital media experts to identify the best formats, types of ads, and sites to place them in order to reach, inform, and engage the target audience.

Our ads range from static and rich media banner ads on audience-relevant websites to videos on Hulu, YouTube, and pre-roll video networks plus native mobile ads, promoted tweets, Facebook page posts, and mobile click-to-call.



Snapchat Ad



Digital Ads



Media Buying. Our media planners and buyers find the sweet spot in the advertising mix, using traditional, online, and mobile media channels to place messages where they are sure to be seen and heard by target audiences, stretch budgets, and optimize buys. Our media team is composed of tough negotiators who work on behalf of our government and nonprofit clients. In addition to locking in the best rates, they secure millions of dollars in added value every year.

Case Study: Texas Department of Family and Protective Services, Child Abuse Awareness Campaign

Our charge: raise statewide awareness about child abuse, its devastating consequences, and the need for help before abuse occurs.

Campaign Components

Advertising through digital platforms was instrumental in reaching individuals with risk factors for child abuse. Our campaign aimed to help those parents understand their potential for becoming abusive and find counseling, assistance, or other services to help avoid or stop abusive behavior. With insight gained from focus groups, we developed a communications strategy that framed child abuse in a way to which at-risk parents would be receptive without feeling stigmatized.

Our positioning message, “When parents get help, there is hope for kids,” engaged parents by acknowledging that parenting is hard and that all parents need help at times. The challenge was to connect with parents on a deeply emotional level, enabling them to see themselves at risk and realize they needed to reach out for help, without making them feel judged or shamed. For the difficult subject matter, we created a look and feel that combined seriousness, authenticity, and empathy. In online and mobile digital ads we focused on the risk factors that can lead to child abuse. We targeted women 18–34 with a digital media plan that included Google Paid Search, banner ads, pre-roll video, mobile ads, and Facebook promoted posts.



Facebook Promoted Video



Web Banners

Results

More than 660 million impressions were generated by the digital media buy. The following additional digital metrics demonstrate the interactivity that resulted from the campaign:

- 37,000+ unique website views
- 6,500+ video testimonial views
- 9,300+ likes on the campaign's Facebook page, 4MyKid



Scope of Work 3.1.8. Electronic marketing communications including web-based and e-newsletters.

Our designers are equally adept at both print and digital formats. Here are two electronic newsletter template examples:



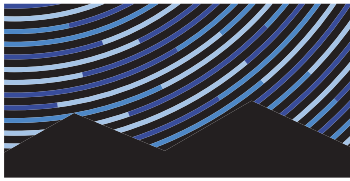
This template, to be used electronically and for print, was designed for a series of Fund for Public Health NYC (FPHNYC) presentations.



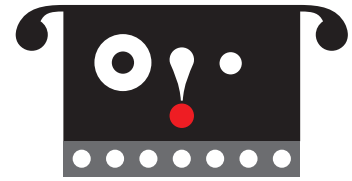
This email template is used for monthly newsletters penned by FPHNYC's executive director.



BRANDING SAMPLES



McDonald Observatory



Barking Pen



TAKE THE WHEEL™

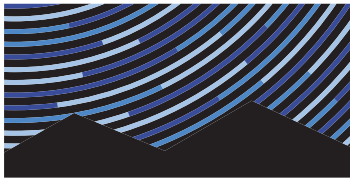


Barton Springs
Edwards Aquifer

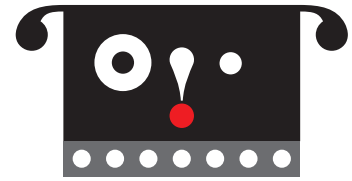




BRANDING SAMPLES



McDonald Observatory



Barking Pen



TAKE THE WHEEL™



Barton Springs
Edwards Aquifer





G. COST PROPOSAL

Provide a standard hourly billing rate for each individual proposed to work on the project.

Note: All hard costs, such as printing and delivery, will be billed as pass-through costs, with no markup.

Job Title/Description	Key Personnel Name	Hourly Rate
ACCOUNT MANAGEMENT		
President and Chief Executive Officer	Sherry Matthews	Donated
Director of Client Services—Develops and oversees appropriate marketing strategies for projects and campaigns.	Klaudia Flanigin	Donated
Project Manager/Account Director—Day-to-day management of client's projects and campaigns.	Gwen Williams	\$150
Account Coordinator—Provides support for account team.	Chris Welhausen	\$85
CREATIVE SERVICES		
Executive Creative Director—Provides creative direction for all campaign materials and manages the creative staff.	Charles Webre	\$185
Creative Director— Develops creative concepts and ensures that executions are strategic, memorable, and motivating.	Rich Terry, Rex Peteet	\$165
Creative Director/Multicultural Marketing Director—Provides creative direction to ensure messages resonate with Spanish-speaking audiences and align with the campaign strategy.	José Marrero	\$165
Art Director/Graphic Designer—Ensures quality and consistency of art, branding, photography, and illustrations for the campaign's projects.	Tom Grodek, Gabriel Escobar	\$140
Production Artist—Performs actual art mechanicals, layouts, and storyboards; prepares art files for production.	Melissa Gorton, Kyla Glucky	\$120
Copywriter—Develops and edits copy for a variety of mediums, including print advertising and collateral, web-based content, email marketing, and reports.	Sherry Smith, Maggie Stephens	\$135
Digital Strategist—Develops strategy, tactics, and content for digital and social media.	John Brewster	\$150
Digital Producer—Responsible for developing web strategies and coordinating work with designers and developers.	Bina Chauhan, Carol Gibson	\$130
Creative Services Director—Oversees all creative work in the agency.	Marilyn Carter	\$135
Broadcast Producer—Responsible for coordinating production planning, timeline, and resources; develops budgets.	Angie Nelson	\$130
Print Production Manager—Responsible for print estimates, production timelines, and press checks; works with team to develop plans for promotional items.	Gwen Rice	\$115
Traffic Manager—Routes all creative jobs between creative and account service.	Destiny Dreher	\$90
PUBLIC RELATIONS		
PR Director—Develops media relations and PR event strategies.	Robert Nash	\$165
Media Relations Supervisor—Responsible for planning and executing PR communications efforts.	Adrienne Dealy	\$150
Media Relations Manager—Secures media coverage and manages media interviews.	Jeff Salzgeber	\$135
MEDIA PLANNING/BUYING		
Media Director—Provides strategy and oversight of all media planning, negotiation, and placement.	Karen Purcell	Commission/\$165
Digital Media Director—Responsible for all paid digital media strategies; oversees vendor negotiations.	Kevin Collins	Commission/\$150
Media Buyer—Executes all media placements (broadcast, out-of-home, and digital). *Media commission will be 12 percent of gross media placement.	Erin Shilgalis, Kathy Hoinski, Kristin Patterson	Commission/\$120
ACCOUNTING		
Chief Financial Officer—Oversees financial operations of accounts, contract, and budget administration.	Wardaleen Belvin	Donated
Accounting/Billing—Manages accounting functions and preparation of invoices.	Sarah Muyskens, Sandra Lipchak	\$90



H. ECO-FRIENDLY BUSINESS PRACTICES

Please describe your firm's eco-friendly business practices (power, water, waste, transportation, etc.).

Our agency first became involved in environmental marketing for the Texas Commission on Environmental Quality (then called Texas Natural Resources Conservation Commission) more than 20 years ago. Ever since, we have consistently had a campaign or project related to environmental sustainability underway in our agency.

Our Eco-Friendly Business Practices

Protecting the environment is not only a concern for our clients, but it is also important to our staff. Years ago we ended the practice of stocking disposable water bottles in the office for employees and clients. Our building is fronted by drought-tolerant xeriscaping to reduce irrigation. We collect recyclable materials in the kitchen, copier rooms, and offices—and regularly donate unused supplies to local thrift stores. When possible, we source individuals or groups who can re-use billboard vinyls for non-commercial uses so they don't end up in the landfill. Helping employees stay healthy is also a priority, for example, by encouraging staff members to bicycle to work by joining the "Love to Ride Austin" challenge or to take advantage of the Butler Hike-and-Bike Trail that fronts the office. And to help keep the air healthier for everyone, smoking is prohibited throughout the office property, inside and outside.

The following eco-friendly printing and production standards are applied to all agency and client projects:

- We encourage our clients to print on recycled paper, seek out vendors who offer the best prices on recycled sheets and/or have a house sheet that is recycled, and, whenever possible, print locally to minimize shipping.
- We print our own collateral on 100 percent post-consumer recycled paper.
- We always spec aqueous coatings over varnish for printed materials, as water-based coatings are more environmentally friendly.
- For clients who need event giveaway items we recommend useful, sustainable products that will not end up in the trash directly following the event, and we source USA-made products when possible to minimize shipping.
- For long-term outdoor campaigns, we work with our vendors to make sure that billboard vinyls are stored and reused to the fullest extent possible.
- We review and mark up electronic PDFs instead of printing on paper to edit documents, and if printed hard copies are required, we print double-sided.



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